

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. December 18, 2007

City Council Chambers
455 North Main

ORDER OF BUSINESS

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the December 11, 2007 regular meeting

AWARDS AND PROCLAMATIONS

PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Karl Peterjohn-Protecting property rights and not imposing new unfunded mandates onto the private sector.
2. Bill Goodlatte-Wichita Smoking Ban.
3. Andrew Chau-Proposed Smoking Ban.
4. Matthew Goolsby-Smoking Ban.
5. Louis Campagnone-City Smoking Ban.
6. Cary Borneman-Smoking Issue.

6a. Hospitality and Restaurant Association.

CONSENT AGENDA

7. Report of the Board of Bids and Contracts Dated December 17, 2007

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

8. Applications for Licenses:

Renewals

Norman Massey
Ernest C. Doyon Jr.

Circle Cinema
Vegas Video LLC

2570 South Seneca
8323 West Kellogg

RECOMMENDED ACTION: Approve the licenses.

9. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal

Mike Hoffman
Hisham Mubaidin
James Steindler
Kashif A. Khan

2007

Kwik Shop 749
FoodMart Midwest LLC
Gotta Stop
Zee Enterprises Inc.

(Consumption off Premises)

2142 North Webb Road
10723 West Highway 54
5600 West MacArthur Road
7115 West 13th Street

Renewal

Carmen Rosales
Haydee Raymundo
Eugene J. Pelz

2007

Connie's Mexico Café*
Tacos Raymundo*
Siesta Steak and Lounge*

(Consumption on Premises)

2227 North Broadway
1716 West 21st Street North
1523 Wheat Lane/15130 West Highway
54

New Operator

Neli Castro

2007

Rene's Restaurants, Inc.*

(Consumption on Premises)

677 North Eisenhower

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and
approval.

10. Preliminary Estimates:

- a. MacArthur, Meridian to Seneca (KDOT) (87N-0347-01/472-84358/706952/636192/206418/ 777583) See Special Provisions for traffic control issues. (District IV) - \$5,600,000.00
- b. Gypsum Creek Channel Improvements (south of Pawnee, west of Hillside) (468-82473/660803/866004) Hillside Avenue Bridge will be closed during the bridge construction project. (District III) - \$2,099,915.00
- c. 2007-2008 Wheelchair Ramp & Sidewalk, Phase 1 (east of 159th Street West, north of 71st Street South) (472-84604/706971/207437) Traffic to be maintained during construction using flagpersons & barricades. (District I,II,III,IV,V,VI) - \$204,000.00
- d. 2006/2007 Traffic Signalization, Phase 1: Traffic Signal Installation at 34th & Woodlawn and 13th & Gatewood (472-84424/706956/206422) Traffic to be maintained during construction using flagpersons & barricades. (District I,II) - \$360,200.00
- e. Shade Court, serving Lots 12 through 25, Block 1, from the north line of Shade Lane to and including the cul-de-sac to serve Shady Ridge Addition (south of Central, east of Maize) (472-84052/766167/490185) Does not affect existing traffic. (District V) - \$155,400.00
- f. The cost of Oliver Improvement between Harry and Kellogg (472-84018/706895/204-361) (District III). – Total Estimated Cost \$725,000.00

RECOMMENDED ACTION: Receive and file.

11. Petitions for Public Improvements:

- a. 17th Street North Drainage Project, from St. Francis to east of Santa Fe. (District VI)
- b. Construct a Sanitary Sewer in Krug South Addition, south of 21st, west of 143rd Street East. (District II)
- c. Construct a Sanitary Sewer in Monarch Landing Addition, south of 21st, west of 159th Street East. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

12. Statement of Costs:

WATER

- a. Improving Water Distribution System to serve Turkey Creek Addition (north of Pawnee, west of 119th Street West). Total Cost - \$77,609.36 (plus idle fund interest - \$3,021.64, plus temporary note interest - \$969.00). Financing to be issued at this time - \$81,600.00. (735334/448-89963/470-007).
- b. Improving Water Distribution System to serve Fontana 3rd Addition (north of 29th Street North, east of 119th Street West). Total Cost - \$75,216.72 (plus idle fund interest - \$3,783.28, plus temporary note interest - \$0). Financing to be issued at this time - \$79,000.00. (735355/448-90004/470-028).
- c. Improving Water Distribution System to serve The Fairmont 3rd Addition (north of 21st Street North, west of 127th Street East). Total Cost - \$42,688.01 (plus idle fund interest - \$2,011.99, plus temporary note interest - \$0). Financing to be issued at this time - \$44,700.00. (735364/448-90028/470-037).
- d. Improving Water Distribution System to serve Clifton Cove Addition (south of 63rd Street South, west of Hillside). Total Cost - \$709,417.10 (plus idle fund interest - \$13,768.44, plus temporary note interest - \$23,714.46). Financing to be issued at this time - \$746,900.00. (735317/448-90080/470-988).
- e. Improving Water Distribution System to serve Clifton Cove Addition (south of 63rd Street South, west of Hillside). Total Cost - \$100,612.39 (plus idle fund interest - \$2,590.83, plus temporary note interest - \$3,696.78). Financing to be issued at this time - \$106,900.00. (735318/448-90081/470-989).
- f. Improving Water Distribution System to serve Cross Pointe Addition (south of 21st Street North, east of Greenwich). Total Cost - \$66,884.02 (plus idle fund interest - \$1,767.66, plus temporary note interest - \$1,648.32). Financing to be issued at this time - \$70,300.00. (735299/448-90083/470-970).

(Item 12 continued)

- g. Improving Water Distribution System to serve The Fairmont Addition (north of 21st Street North, west of 127th Street East). Total Cost - \$68,521.17 (plus idle fund interest - \$1,803.01, plus temporary note interest - \$2,375.82). Financing to be issued at this time - \$72,700.00. (735327/448-90093/470-998).
- h. Improving Water Distribution System to serve Tyler's Landing 3rd Addition (south of 37th Street North, east of Tyler). Total Cost - \$52,011.00 (plus idle fund interest - \$2,689.00, plus temporary note interest - \$0). Financing to be issued at this time - \$54,700.00. (735347/448-90104/470-020).
- i. Improving Water Distribution System to serve Falcon Falls 2nd, Falcon Falls 3rd and Falcon Falls Commercial Additions (north of 45th Street North, west of Hillside). Total Cost - \$173,239.92 (plus idle fund interest - \$3,385.52, plus temporary note interest - \$8,074.56). Financing to be issued at this time - \$184,700.00. (735291/448-90105/470-962).
- j. Improving Water Distribution System to serve Falcon Falls 3rd Addition (north of 45th Street North, west of Hillside). Total Cost - \$94,921.25 (plus idle fund interest - \$1,582.35, plus temporary note interest - \$3,896.40). Financing to be issued at this time - \$100,400.00. (735315/448-90128/470-986).
- k. Improving Water Distribution System to serve Emerald Bay Addition (west of West Street, north of 21st Street North). Total Cost - \$577,043.82 (plus idle fund interest - \$10,607.29, plus temporary note interest - \$27,248.89). Financing to be issued at this time - \$614,900.00. (735301/448-90161/470-972).
- l. Improving Water Distribution System to serve K-96 Business Park Addition (north of 29th Street North, west of Greenwich). Total Cost - \$134,582.49 (plus idle fund interest - \$5,917.51, plus temporary note interest - \$0). Financing to be issued at this time - \$140,500.00. (735361/448-90175/470-034).
- m. Improving Water Distribution System to serve Sycamore Pond Addition (south of 47th Street South, east of Seneca). Total Cost - \$62,498.95 (plus idle fund interest - \$1,156.41, plus temporary note interest - \$2,144.64). Financing to be issued at this time - \$65,800.00. (735331/448-90200/470-004).
- n. Improving Water Distribution System to serve Clear Creek Addition (south of Kellogg, west of 143rd Street East). Total Cost - \$59,945.95 (plus idle fund interest - \$1,218.43, plus temporary note interest - \$2,035.62). Financing to be issued at this time - \$63,200.00. (735336/448-90232/470-009).
- o. Improving Water Distribution System to serve Valencia Addition (south of 53rd Street North, east of Meridian). Total Cost - \$46,198.85 (plus idle fund interest - \$2,501.15, plus temporary note interest - \$0). Financing to be issued at this time - \$48,700.00. (735359/448-90248/470-032).
- p. Improving Water Distribution System to serve Terradyne West Addition (north of Central, west of 159th Street East). Total Cost - \$63,409.00 (plus idle fund interest - \$3,391.00, plus temporary note interest - \$0). Financing to be issued at this time - \$66,800.00. (735340/448-90250/470-013).
- q. Improving Water Distribution System to serve Terradyne West Addition (north of Central, west of 159th Street East). Total Cost - \$103,882.10 (plus idle fund interest - \$5,081.70, plus temporary note interest - \$436.20). Financing to be issued at this time - \$109,400.00. (735341/448-90251/470-014).
- r. Improving Water Distribution System to serve Santa Fe Orient Industrial District 3rd Addition (north of Harry, east of Meridian). Total Cost - \$25,040.37 (plus idle fund interest - \$532.61, plus temporary note interest - \$727.02). Financing to be issued at this time - \$26,300.00. (735344/448-90259/470-017).
- s. Improving Water Distribution System to serve Monarch Landing Addition (north of 21st Street North, west of 159th Street East). Total Cost - \$256,440.74 (plus idle fund interest - \$11,187.60, plus temporary note interest - \$2,871.66). Financing to be issued at this time - \$270,500.00. (735348/448-90275/470-021).
- t. Improving Water Distribution System to serve Legacy 3rd Addition (north of 47th Street South, west of Meridian). Total Cost - \$37,689.77 (plus idle fund interest - \$2,010.23, plus temporary note interest - \$0). Financing to be issued at this time - \$39,700.00. (735358/448-90279/470-031).

(Item 12 continued)

SEWER

- u. Constructing Lateral 344, Four Mile Creek Sewer to serve Sierra Hills Addition (north of Pawnee, east of 127th Street East). Total Cost - \$76,523.32 (plus idle fund interest - \$1,852.22, plus temporary note interest - \$2,924.46). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$81,300.00. (744191/468-83584/480-879).
- v. Constructing Lateral 3, Main 7, Northwest Interceptor Sewer to serve Prairie Pointe and Prairie Pointe 2nd Additions (north of 37th Street North, west of Maize). Total Cost - \$105,083.68 (plus idle fund interest - \$5,216.32, plus temporary note interest - \$0). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$110,300.00. (744217/468-83809/480-905).
- w. Constructing Lateral 3, Main 6 Cowskin Interceptor Sewer to serve Turkey Creek 2nd Addition (north of Pawnee, west of 119th Street West). Total Cost - \$155,677.26 (plus idle fund interest - \$2,751.98, plus temporary note interest - \$5,270.76). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$163,700.00. (744197/468-83820/480-885).
- x. Constructing Lateral 10, Main 7 Northwest Interceptor Sewer to serve Fontana 3rd Addition (north of 29th Street North, east of 119th Street West). Total Cost - \$78,148.89 (plus idle fund interest - \$4,051.11, plus temporary note interest - \$0). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$82,200.00. (744219/468-83882/480-907).
- y. Constructing Lateral 5, Main 16, Four Mile Creek Sewer to serve Cross Pointe Addition (south of 21st Street North, east of Greenwich). Total Cost - \$96,626.93 (plus idle fund interest - \$2,755.85, plus temporary note interest - \$2,917.22). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$102,300.00. (744167/468-84044/480-855).
- z. Constructing Lateral 25, Main 19, Southwest Interceptor Sewer to serve Tyler's Landing 3rd Addition (south of 37th Street North, east of Tyler). Total Cost - \$220,571.98 (plus idle fund interest - \$12,273.02, plus temporary note interest - \$0). Sewer Main Benefit Fee - \$15,355.00. Financing to be issued at this time - \$248,200.00. (744210/468-84064/480-898).
- aa. Constructing Lateral 38, Main 1 Cowskin Interceptor Sewer to serve Lillie Addition (south of Maple, west of Maize). Total Cost - \$86,474.56 (plus idle fund interest - \$3,725.44, plus temporary note interest - \$0). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$90,200.00. (744206/468-84081/480-894).
- bb. Constructing Lateral 1, Main 23, Southwest Interceptor Sewer to serve Emerald Bay Estates Addition (north of 21st Street North, west of West Street). Total Cost - \$916,999.75 (plus idle fund interest - \$20,688.17, plus temporary note interest - \$39,712.08). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$977,400.00. (744170/468-84139/480-858).
- cc. Constructing Main 23, Southwest Interceptor Sewer, Lift Station & Force Main to serve Emerald Bay Addition (north of 21st Street North, west of West Street). Total Cost - \$1,054,188.33 (plus idle fund interest - \$22,964.77, plus temporary note interest - \$35,146.90). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$1,112,300.00. (744169/468-84141/480-857).
- dd. Constructing Lateral 1, Main 19, Four Mile Creek Sewer to serve Stonebridge Addition (north of 13th Street North, west of 159th Street West). Total Cost - \$623,697.51 (plus idle fund interest - \$30,502.49, plus temporary note interest - \$0). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$654,200.00. (744216/468-84146/480-904).
- ee. Constructing Lateral 396, Four Mile Creek Sewer to serve Crestlake Addition (north of Central, west of 127th Street East). Total Cost - \$236,765.99 (plus idle fund interest - \$6,259.35, plus temporary note interest - \$7,974.66). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$251,000.00. (744184/468-84182/480-872).
- ff. Constructing Lateral 398, Four Mile Creek Sewer to serve Bellechase Addition (north of Harry, east of 127th Street East). Total Cost - \$189,234.05 (plus idle fund interest - \$3,722.79, plus temporary note interest - \$6,143.16). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$199,100.00. (744198/468-84203/480-886).
- gg. Constructing Lateral 400, Four Mile Creek Sewer to serve Clear Creek Addition (south of Kellogg, west of 143rd Street East). Total Cost - \$111,112.50 (plus idle fund interest - \$2,016.16, plus temporary note interest - \$3,671.34). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$116,800.00. (744199/468-84231/480-887).

(Item 12 continued)

- hh. Constructing Lateral 7, Main 15, Sanitary Sewer #23 to serve Northcrest Estates Addition (south of 53rd Street North, east of Meridian). Total Cost - \$85,245.61 (plus idle fund interest - \$1,519.09, plus temporary note interest - \$2,835.30). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$89,600.00. (744202/468-84258/480-890).
- ii. Constructing Lateral 402, Four Mile Creek Sewer to serve Terradyne West Addition (north of Central, west of 159th Street East). Total Cost - \$153,778.67 (plus idle fund interest - \$7,703.39, plus temporary note interest - \$617.94). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$162,100.00. (744203/468-84261/480-891).
- jj. Constructing Main 22, Four Mile Creek Sewer to serve Brentwood South Addition (north of Pawnee, east of Webb Road). Total Cost - \$181,159.69 (plus idle fund interest - \$8,186.01, plus temporary note interest - \$654.30). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$190,000.00. (744204/468-84262/480-892).
- kk. Constructing Lateral 1, Main 22, Four Mile Creek Sewer to serve Brentwood South Addition (north of Pawnee, east of Webb Road). Total Cost - \$96,856.43 (plus idle fund interest - \$4,643.57, plus temporary note interest - \$0). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$101,500.00. (744205/468-84263/480-893).
- ll. Constructing Lateral V, Sanitary Sewer #8 to serve Santa Fe Orient Industrial District 3rd Addition (north of Harry, east of Meridian). Total Cost - \$17,035.85 (plus idle fund interest - \$282.57, plus temporary note interest - \$581.58). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$17,900.00. (744207/468-84282/480-895).
- mm. Constructing Main 23, Four Mile Creek Sewer to serve Monarch Landing Addition (north of 21st Street North, west of 159th Street East). Total Cost - \$144,511.21 (plus idle fund interest - \$7,988.79, plus temporary note interest - \$0). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$152,500.00. (744211/468-84316/480-899).
- nn. Constructing Lateral 1, Main 23, Four Mile Creek Sewer to serve Monarch Landing Addition (north of 21st Street North, west of 159th Street East). Total Cost - \$580,710.58 (plus idle fund interest - \$28,899.82, plus temporary note interest - \$3,489.60). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$613,100.00. (744212/468-84317/480-900).
- oo. Constructing Lateral 521, Southwest Interceptor Sewer to serve Legacy 3rd Addition (north of 47th Street South, west of Meridian). Total Cost - \$72,757.61 (plus idle fund interest - \$3,742.39, plus temporary note interest - \$0). Sewer Main Benefit Fee - \$0. Financing to be issued at this time - \$76,500.00. (744226/468-84329/480-914).

STORM WATER SEWER AND STORM WATER DRAIN

- pp. Constructing Storm Water Drain No. 236 to serve Fontana and Fontana 2nd Additions (north of 29th Street North, east of 119th Street West). Total Cost - \$511,439.10 (plus idle fund interest - \$9,160.85, plus temporary note interest - \$29,000.05). Financing to be issued at this time - \$549,600.00 (751411/468-83883/485-302).
- qq. Constructing Storm Water Drain No. 269 to serve Clifton Cove Addition (south of 63rd Street South, west of Clifton). Total Cost - \$587,086.49 (plus idle fund interest - \$11,823.47, plus temporary note interest - \$26,090.04). Financing to be issued at this time - \$625,000.00 (751421/468-84024/485-312).
- rr. Constructing Storm Water Drain No. 294 to serve Crestlake Addition (north of Central, west of 127th Street East). Total Cost - \$534,142.26 (plus idle fund interest - \$15,422.36, plus temporary note interest - \$12,235.38). Financing to be issued at this time - \$561,800.00 (751423/468-84183/485-314).
- ss. Constructing Storm Water Drain No. 295 to serve Sycamore Pond Addition (south of 47th Street South, east of Seneca). Total Cost - \$508,623.04 (plus idle fund interest - \$10,661.96, plus temporary note interest - \$17,415.00). Financing to be issued at this time - \$536,700.00 (751427/468-84193/485-318).
- tt. Constructing Storm Water Drain No. 297 to serve Bellechase Addition (north of Harry, east of 127th Street East). Total Cost - \$145,943.69 (plus idle fund interest - \$8,656.31, plus temporary note interest - \$0). Financing to be issued at this time - \$154,600.00 (751430/468-84204/485-321).
- uu. Constructing Storm Water Drain No. 311 to serve Northcrest Addition (south of 53rd Street North, east of Meridian). Total Cost - \$203,636.53 (plus idle fund interest - \$9,709.17, plus temporary note interest - \$654.30). Financing to be issued at this time - \$214,000.00 (751435/468-84260/485-326).

(Item 12 continued)

- vv. Constructing Storm Water Sewer No. 623 to serve Santa Fe Orient Industrial District 3rd Addition (north of Harry, east of Meridian). Total Cost - \$36,069.23 (plus idle fund interest - \$798.95, plus temporary note interest - \$1,031.82). Financing to be issued at this time - \$37,900.00 (751433/468-84281/485-324).
- ww. Constructing Storm Water Sewer No. 626 to serve Tyler's Landing 3rd Addition (south of 37th Street North, east of Tyler). Total Cost - \$312,937.97 (plus idle fund interest - \$15,162.03, plus temporary note interest - \$0). Financing to be issued at this time - \$328,100.00 (751436/468-84298/485-327).

RECOMMENDED ACTION: Approve and file.

13. Consideration of Street Closures/Uses.

- a. Intersection of Douglas and Hydraulic. (District I)

RECOMMENDED ACTION: Approve street closure.

14. Agreements/Contracts:

- a. Cheney Watershed Demonstration Projects - Working Agreement.
- b. Renewal of Contract: Victim's Rights Services.
- c. Victim Advocate Contract with Kansas Legal Services, Inc.
- d. Extension Agreement for Employment Tax Audit of City.
- e. Contract with Via-Christi for Medical Expenses for Prisoners-Police Department.
- f. City Council Chamber Electronic System Upgrade.**

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

15. Change Order:

- a. Douglas Street Drainage Outfall. (Districts I and VI)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

16. Property Acquisitions:

- a. Partial Acquisition of 125 South West Street for the Improvement of West Street from Maple to Central. (Districts IV and VI)
- b. Partial Acquisition of 922 East 13th Street North for the 13th Street and Mosley Intersection Improvement Project. (District VI)
- c. Partial Acquisition of 5730 West Central for the Intersection Improvement Project at Central and Interstate 235. (Districts IV, V, and VI)
- d. Acquisition of 5803 West Central for the Intersection Improvement Project at Central and Interstate 235. (Districts IV, V, and VI)
- e. Acquisition of 13510 West Central for the Improvement of the Central/135th Street West Intersection. (District V)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

17. Minutes of Advisory Boards/Commissions, December 18, 2007

Board of Code Standards and Appeals, November 5, 2007
Board of Appeals of Plumbers and Gas Fitters, November 7, 2007
District IV Advisory Board, August 1, 2007
District IV Advisory Board, October 3, 2007
District IV Advisory Board, November 7, 2007
District VI Advisory Board, November 5, 2007
Wichita Airport Advisory Board, November 5, 2007
Wichita Historic Preservation Board, September 10, 2007

RECOMMENDED ACTION: Receive and file.

18. Cheney Reservoir Watershed Cost-Share Agreement.

RECOMMENDED ACTION: Approve the Memorandum of Understanding with Reno County Conservation District, adopt the Resolution, and authorize the necessary signatures.

19. Reconstruction and/or Rehabilitation of Sanitary Sewers.

RECOMMENDED ACTION: Approve the project expenditures for 2008, adopt the Resolution, and authorize the necessary signatures.

20. Water Distribution Mains for Future Development.

RECOMMENDED ACTION: Approve the project expenditures for 2008, adopt the Resolution, and authorize the necessary signatures.

21. Sanitary Sewer Mains for Future Development.

RECOMMENDED ACTION: Approve the project expenditures for 2008, adopt the Resolution, and authorize the necessary signatures.

22. CSBG Review Committee Appointments.

RECOMMENDED ACTION: Appoint the public and community sector nominees to the CSBG Review Committee.

23. Repair or Removal of Dangerous & Unsafe Structures. (District I)

<u>Property Address</u>	<u>Council District</u>
a. 331 North Ash	I
b. 1309 North Indiana	I
c. 1116 North Mathewson	I
d. 1121 North Green	I
e. 1421 North Grove	I
f. 1735 North Green	I
g. 2911 East 24th North	I

RECOMMENDED ACTION: Adopt the resolutions to schedule a hearing and place this matter on the agenda for a Hearing before the Governing Body on February 5, 2008 at 9:30 a.m. or as soon thereafter.

24. Consent Settlement.

RECOMMENDED ACTION: Authorize Consent Settlement and payment of fine and court costs.

25. Contract for Outside Legal Services, Genesis Health Club, Inc., et al v. City of Wichita, Case No. 05 CV 3410; Appellate Case No. 06-97486 AS.

RECOMMENDED ACTION: Approve the amendment to the contract, increasing the maximum amount that may be paid thereunder by \$15,000, and authorize the Mayor to sign.

26. Professional Legal Services - Worker's Compensation.

RECOMMENDED ACTION: Approve the Agreement with Edward D. Heath, Jr., Attorney at Law, to provide worker's compensation professional legal services, and authorize necessary signatures.

27. Transfer of Vacant Lot at 1248 South Topeka to USD 259. (District I)

RECOMMENDED ACTION: Approve the Deed and authorize all necessary signatures.

28. Dedication of Property near 3300 South Rock Road for Public Purposes. (District II)

RECOMMENDED ACTION: Accept the donation and authorize the necessary signatures.

29. Proposed 2008 Contracted Street Maintenance Program.

RECOMMENDED ACTION: Approve the 2008 Contracted Street Maintenance Program.

30. Facility Improvement at Fire Training Grounds.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

31. Space Utilization and Ergonomic Improvements Project.

RECOMMENDED ACTION: Adopt the Bonding Resolution and authorize the necessary signatures.

32. HOME Program Funding Allocations. (District I)

RECOMMENDED ACTION: Approve the recommended funding allocations and authorize the necessary signatures.

33. Senior Wednesdays Program. (District III)

RECOMMENDED ACTION: Approve receipt of the grant award and authorize the necessary signatures.

34. Extension of IRB Letter of Intent, Brentwood Apartments. (District II)

RECOMMENDED ACTION: Grant an extension of the letter of intent to issue qualified residential housing revenue bonds in an amount not-to-exceed \$8,000,000 for Inner City Development Company until April 1, 2008.

35. Contracts and Project Budget for Upgrade for CIS System - Amendment.

RECOMMENDED ACTION: Approve revisions to the Contracts with Ventyx and MAK Solution, authorize an increase of \$65,400 in the amount of the project authorization, and authorize the necessary signatures.

36. Cheney Watershed Staff Position.

RECOMMENDED ACTION: Approve the MOU and authorize the necessary signatures.

37. Water Distribution Main Replacement.

RECOMMENDED ACTION: Approve the expenditures for 2008, adopt the Resolution, and authorize the necessary signatures.

38. Budget Adjustment – Increased OCI Activity

RECOMMENDED ACTION: Approve the budget adjustment and authorize the transfer up to \$100,000 from the budgeted OCI Fund contingency to the contractual and commodities line items within the OCI budget.

39. Budget Adjustment-Fuel and Capital Grant Matches.

RECOMMENDED ACTION: Approve the budget adjustment and authorize the transfer in a not to exceed amount of \$200,000 from under-expenditures within the Transit Fund.

40. Approval of Title Transfer-WaterWalk Project. (District I)

RECOMMENDED ACTION: Approve the Fee Title Transfer Agreement and authorize the execution of a warranty deed and termination of ground lease.

41. Second Reading Ordinances: (First Read December 11, 2007)

a. Public Hearing and Issuance of Industrial Revenue Bonds, Bombardier Learjet. (Districts IV and V)

An ordinance authorizing the city of Wichita, Kansas, to issue its taxable industrial revenue bonds in the original aggregate principal amount not to exceed \$4,500,000 for the purpose of providing funds to finance the construction, installation and equipping of an expansion and improvements to existing aviation manufacturing and flight testing facilities located in the city of Wichita, Kansas; prescribing the form and authorizing execution of an twelfth supplemental trust indenture by and between the city and the Bank of New York Trust Company, N.A., St Louis, Missouri (the "trustee"), as trustee with respect to the bonds; prescribing the form and authorizing the execution of an twelfth supplemental lease by and between Learjet inc. and the city; approving the form of a guaranty agreement; and authorizing the execution of a bond purchase agreement by and between the city and Learjet inc., as purchaser of the bonds.

b. Public Hearing and Issuance of Industrial Revenue Bonds, Cessna Aircraft Company. (Districts III and IV)

A ordinance authorizing the city of Wichita, Kansas, to issue its taxable industrial revenue bonds, series vii, 2007 (Cessna Aircraft Company), in the original aggregate principal amount of not to exceed \$36,331,000 for the purpose of purchasing, acquiring, constructing and installing an industrial and commercial facility; authorizing execution of a seventeenth supplemental trust indenture by and between the city and the Bank of New York Trust Company, N.A., St. Louis, Missouri, as trustee with respect to the series vii, 2007 bonds; authorizing the city to lease said project to Cessna aircraft company; authorizing the execution of a seventeenth supplemental lease by and between the city and Cessna aircraft company; authorizing the execution of a bond purchase agreement by and between the city and Cessna aircraft company, as purchaser of the bonds; and authorizing execution of a bill of sale, termination and release of sixth supplemental lease and cancellation, discharge and release of sixth supplemental trust indenture.

c. Public Hearing and Issuance of Industrial Revenue Bonds, The Coleman Company. (District I)

An ordinance authorizing the city of Wichita, Kansas, to issue its taxable industrial revenue bonds, series viii, 2007 (the Coleman company, inc.), in the aggregate principal amount of not to exceed \$24,400,000 for the purpose of providing funds to acquire, construct and equip improvements to existing facilities located in the city of maize, Kansas, and the city of Wichita, Kansas; prescribing the form and authorizing execution of a thirteenth supplemental trust indenture by and between the city and the bank of New York trust company, N.A., as trustee, with respect to the bonds; prescribing the form and authorizing execution of a thirteenth supplemental lease agreement by and between the city and the Coleman company, inc.; approving the form of a guaranty agreement; authorizing the execution of a bond purchase agreement by and between the city and the Coleman company, inc., as purchaser of the bonds; and authorizing execution of a bill of sale.

(Item 41 continued)

d. Issuance of Tax-exempt Housing Bonds, Inwood Crossing Apartments. (District I)

An ordinance authorizing the city of Wichita, Kansas, to issue its multifamily housing revenue bonds, series x, 2007 (Inwood Crossings Apartments Project), in the aggregate principal amount of \$20,000,000 for the purpose of acquiring and constructing a multifamily housing facility; and authorizing the execution of certain documents in connection with the issuance of the bonds.

e. Life Insurance Program Ordinance Revision.

An ordinance amending sections 2.52.030 and 2.52.100 of the code of the city of Wichita, Kansas and repealing the originals thereof and repealing section 2.52.020 of the code of the city of Wichita, Kansas pertaining to group life insurance, accidental death and dismemberment insurance and dependent life insurance for city employees.

f. Improvement to the Intersection of Central and I-235. (Districts IV, V, and VI)

An ordinance declaring the interchange of Central Avenue at the I-235 freeway (472-84639) to be a main trafficway within the city of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

g. Child Care Facilities.

An ordinance creating chapter 7.25 of the code of the city of Wichita, Kansas, pertaining to child care facilities.

h. DER2007-00010 – Zone change from “LI” Limited Industrial to “SF-5” Single-family Residential. Generally located north of MacArthur Road and west of South Sabin Street. (District IV)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick county unified zoning code, section v-c, as adopted by section 28.04.010, as amended.

RECOMMENDED ACTION: Adopt the Ordinances.

UNFINISHED BUSINESS

42. City Council Chamber Electronic System Upgrade.

(Moved to item 14f. per Council)

NEW BUSINESS

43. Approval of Property Tax Rebates – Eaton Place Project. (District 1)

In 2001, the City of Wichita completed the Eaton Place redevelopment project. The intent of the project was to restore the last complete historic block on Douglas Avenue and create 115 units of mixed income apartments and 30,000 square feet of commercial space on the first floor.

RECOMMENDED ACTION: Approve a 100% tax rebate under the Neighborhood Revitalization Area Program for the Eaton Place commercial condominium for a term ending with tax year 2015.

44. Approval of Economic Development Incentives for York International. (District VI)

In 2005, York was acquired by Johnson Controls and Wichita has become the headquarters for the Residential Unitary Products of York/Johnson Controls.

RECOMMENDED ACTION: Approve the proposed economic development incentive package for York International, subject to approval of appropriate agreements.

45. Resolution Considering the Amendment of a Redevelopment Plan, Douglas and Hillside Redevelopment District. (District II)

On August 15, 2006, the City Council adopted an ordinance establishing a redevelopment district in the area of Douglas Avenue and Hillside, for the purpose of providing tax increment financing (TIF) to pay a portion of the costs of constructing a commercial redevelopment project in that area.

RECOMMENDED ACTION: Adopt the resolution setting a public hearing on January 8, 2008 to consider amendments to the Douglas and Hillside Redevelopment District, authorize the necessary signatures and direct the City Clerk to cause the resolution to be published on two consecutive weeks prior to the date set for the public hearing.

46. Resolution Considering Amendments to the Self-Supported Municipal Improvement District (SSMID) Ordinance. (Districts I, IV and VI)

On December 18, 2001, the City Council approved a contract with the Wichita Downtown Development Corporation (WDDC) to provide economic development services to the City for the revitalization of the SSMID area described above.

RECOMMENDED ACTION: Adopt the resolution setting a public hearing on February 12, 2008 for consideration of amendment of the SSMID Ordinance and direct the City Clerk to give notice of the hearing in the manner required by law.

47. 2008 Special Liquor Tax Fund Allocations and Contracts.

The 2007 program has a provider operating budget of \$1,670,495 and uses 15 different organizations to operate 21 projects in the provision of alcohol and substance abuse prevention, treatment, detoxification, case management, and administrative services.

RECOMMENDED ACTION: Approve the funding allocations and provider contracts developed for those allocations.

48. Central and Hillside Tax Increment. (Districts I and II)

On December 11, 2001, the City Council adopted a redevelopment project plan for the Central and Hillside Redevelopment District. The Project Plan called for the City to work with Starr Holdings, LLC (the "Developer") to redevelop the project area, which is bounded by Central Avenue, Hillside Avenue, Third Street and Rutan Avenue.

RECOMMENDED ACTION: Adopt the resolution, authorize payment of excess funds to Sedgwick County for distribution as appropriate to all taxing jurisdictions and authorize budget adjustments as required.

49. Contract Renewal: Greater Wichita Convention and Visitors Bureau.

Fiscal year 2007 brought several successes to the GWCVB.

RECOMMENDED ACTION: Approve to renew the 2008 Contract with the Greater Wichita Convention and Visitor's Bureau.

50. Cowtown Operating Agreement. (District VI)

In August 2007, City Council members approved the termination of the 99-year lease between Old Cowtown Museum and the City of Wichita. With the termination of the 99-year lease, Cowtown's Board of Trustees and the City have come to agreement outlined in the Operating Agreement.

RECOMMENDED ACTION: Approve the Operating Agreement between the City of Wichita and Historic Wichita-Sedgwick County, Inc., (Old Cowtown Museum).

51. Zebra Mussel Control Facilities.

Zebra mussels are a prolific aquatic pest that have been spreading throughout North American waterways since the 1980s. On August 23, 2005, the City Council authorized a Contract with CH2M Hill to conduct a Zebra Mussel Control Study.

RECOMMENDED ACTION: Authorize Staff to proceed with the project to control zebra mussels; approve the project expenditure; adopt the Resolution; authorize Staff to solicit proposals for engineering services; and authorize the necessary signatures.

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

* Consent Items

52. *ZON2007-46 – Zone change from “NR” Neighborhood Retail to “LC” Limited Commercial subject to Protective Overlay #200. Generally located on the east side of Maize Road, north of Maize Road Court.
(District V)

RECOMMENDED ACTION: 1. Adopt the findings of the MAPC; approve the zone change subject to the provisions of Protective Overlay #200 (simple majority vote required); and approve the first reading of the ordinance; OR 2. Return the application to the MAPC for reconsideration.

53. *ZON2007-00051 – Zone change from “SF-5” Single-Family Residential to “LI” Limited Industrial. Generally located ½ mile south of the intersection of South Hoover and West Harry. (District IV)

RECOMMENDED ACTION: 1. Adopt the findings of the MAPC and approve the zone change subject to platting within one year; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to City Council; OR 2. Return the application to the MAPC for reconsideration.

54. *ZON2007-00052 – Zone change from “SF-5” Single-Family Residential to “LI” Limited Industrial. Generally located southeast of the intersection of South West Street and West 42nd Street South. (District IV)

RECOMMENDED ACTION: 1. Adopt the findings of the MAPC and approve the zone change subject to platting within one year; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to City Council; OR 2. Return the application to the MAPC for reconsideration.

55. *ZON2007-53 - City zone change from "TF-3" Two-family Residential to "GO" General Office. Generally located 1/5 mile north of Harry on the west side of Bluffview Drive. (District III)

RECOMMENDED ACTION: 1. Concur with the findings of the MAPC and approve the first reading of the ordinance establishing the zone change; Or 2. Return the application to the MAPC for reconsideration

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

* Consent Items

56. *Board Resolution Approving 2008 Project Based Budget.

RECOMMENDED ACTION: Adopt the resolution approving the Project Based Budget and authorize the necessary signatures for submittal to HUD.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

*Consent items

57. *Mid-Continent Airport - Adjustment of Capital Improvement Program (CIP).

RECOMMENDED ACTION: Approve the capital improvement program adjustment.

58. *2008 Schedule of Fees and Charges and Resolution for the Wichita Airport Authority.

RECOMMENDED ACTION: Adopt the Schedule of Fees and Charges and the Resolution of the Wichita Airport Authority implementing a schedule of fees and charges for passenger airlines, all to be retroactively effective to January 1, 2008.

59. *Agreement-U.S. Department of Agriculture.

RECOMMENDED ACTION: Approve the Agreement and authorize the necessary signatures.

CITY COUNCIL

60. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

61. Resolution Supporting the Preserving Patient Access to Inpatient Rehabilitation Hospitals Act.

RECOMMENDED ACTION: Adopt the Resolution.

62. Discussion of the Interim City Manager.

Adjournment

Workshop to follow

**City of Wichita
City Council Meeting
December 18, 2007**

TO: Mayor and City Council Members

SUBJECT: 17th St. North Drainage Project, from St. Francis to east of Santa Fe
(District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendations: Approve the project.

Background: The 2007-2016 Capital Improvement Program adopted by the City Council includes a project to improve 17th St. North, between Broadway and the I-135 Freeway. The work includes the construction of a large drainage structure to provide proper drainage for the new pavement and surrounding areas. A portion of this culvert will extend under the Central Railroad Corridor. On March 7, 2006, the City Council approved a project to construct the portion of the project that is under the BNSF/UP Railroad tracks. A second phase of the project is needed to extend the structure farther east under the WTA Railroad tracks.

Analysis: Because of the construction of the Central Rail Corridor Project, now is the best time to install the drainage structure in railroad right-of-way. If the project is completed while the tracks are removed, the open-cut method can be used rather than the much more expensive method of boring. Costs for railroad permitting and for associated insurance and flagging will be reduced.

Financial Considerations: The City Council previously approved \$1,000,000 for the project. An additional \$600,000 is needed to construct phase 2 of the project. The funding source is General Obligation Bonds.

Legal Considerations: The Law Department has approved the amending Resolution as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the project, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, and Resolution.

Published in the Wichita Eagle on

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. **06-119**
AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF
WICHITA AT LARGE TO CONSTRUCT A **STORM WATER DRAIN**
ALONG 17TH ST. NORTH THROUGH THE CENTRAL RAILROAD
CORRIDOR (DRAINAGE IMPROVEMENT AT 17TH ST. NORTH,
BETWEEN BROADWAY AND THE I-135 FREEWAY) 472-84392

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Resolution **06-119** is hereby amended to read as follows:

“SECTION 2. The costs of the construction of the above described improvements is estimated to be **\$1,600,000** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds.”

SECTION 2. The original of SECTION 2 of Resolution No. **06-119** is hereby rescinded.

SECTION 3. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this_____day of_____, 2007

Carl Brewer, Mayor

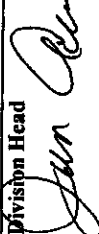
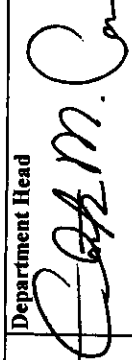


ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

CAPITAL IMPROVEMENT				
PROJECT AUTHORIZATION				
CITY OF WICHITA				
1. Initiating Department Public Works		2. Initiating Division Eng	3. Date 11/27/2007	4. Project Description & Location Phase 2 Drainage, 17th Street, Broadway - I-135
5. CIP Project Number MS-		6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date
9. Estimated Start Date		10. Estimated Completion Date		
As Required		11. Project Revised		
12. Project Cost Estimate				
ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage	\$1,600,000			\$1,600,000
Sanitary Sewer				
Sidewalk				
Water				
Railroad				
Totals	\$1,600,000			\$1,600,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
472-84392				
Remarks:				
13. Recommendation: Approve the Project and adopt the resolution				
Division Head 		Department Head 		Budget Officer 
City Manager 		Date 11-28-07		

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer in Krug South Addition, south of 21 Street, west of 143rd Street East. (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On February 13, 2007, the City Council approved a Petition to construct a Sanitary Sewer in Krug South Addition. The improvement district included an adjoining unplatted tract. The developer has submitted a new Petition that removes the tract from the improvement district. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new residential development located south of 21st, west of 143rd St. East.

Financial Considerations: The project budget is unchanged.

Goal Impact: This project will address the Efficient Infrastructure goal by providing sanitary sewer service to a new residential development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, Petition and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 7, MAIN 14, FOUR MILE CREEK SEWER (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 468-84321** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 7, MAIN 14, FOUR MILE CREEK SEWER (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 468-84321** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That Resolution No. **07-118** adopted on **February 13, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 7, Main 14, Four Mile Creek Sewer (south of 21st, west of 143rd St. East) 468-84321**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for hereof is estimated to be **Nine Hundred Thirty-Six Thousand Dollars (\$936,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2007**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of One Hundred Forty-Six Thousand Four Hundred Dollars (\$146,400); distributed on a fractional basis as follows:

Lots 1 through 29, Block 1; Lots 1 through 72, Block 2; Lots 1 through 19, Block 3; Lots 1 through 10, Block 4; and Lots 1 through 33, Block 5, KRUG SOUTH ADDITION, shall each pay 1/163 of the total cost payable by the improvement district.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

KRUG SOUTH ADDITION

Lots 1 through 29, Block 1

Lots 12 through 72, Block 2

Lots 1 through 10, Block 4

Lots 1 through 33, Block 5

SECTION 5. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 25, Block 1; Lots 12 through 38, Block 2; and Lots 1 through 33, Block 5; KRUG SOUTH ADDITION, shall each pay 73/10,000 of the total cost payable by the improvement district. Lots 26 through 29, Block 1; Lots 39 through 72, Block 2; and Lots 1 through 10, Block 4; KRUG SOUTH ADDITION, shall each pay 79/10,000 of the total cost payable by the improvement district. Lots 1 through 3, Block 4; KRUG SOUTH ADDITION, shall each pay 80/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof,

considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

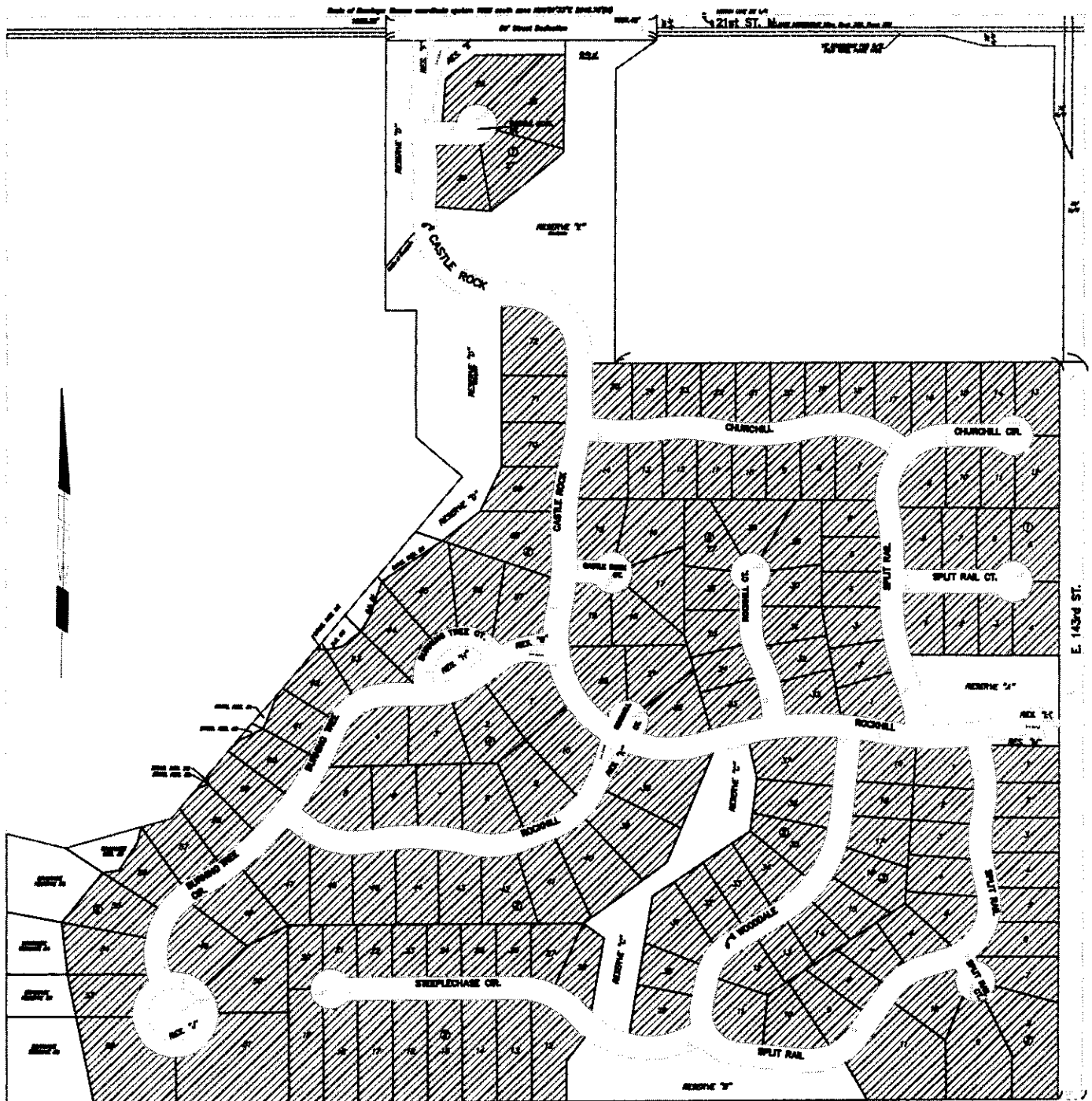
CARL BREWER, MAYOR

ATTEST:

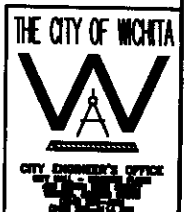
KAREN SUBLETT, CITY CLERK

(SEAL)

KRUG SOUTH ADDITION



BENEFIT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



11

RECEIVED

SEP 19 2007

CITY CLERK OFFICE

SANITARY SEWER PETITION
PHASE 1

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

KRUG SOUTH ADDITION

Lots 1 through 29, Block 1;
Lots 12 through 72, Block 2;
Lots 1 through 10, Block 4;
Lots 1 through 33, Block 5;

468-84321

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

Lateral 7,

(b) That the estimated and probable cost of the foregoing improvements is Nine Hundred Thirty Six Thousand Dollars (\$936,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2007.

Main 14,

(c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of One Hundred Forty Six Thousand Four Hundred Dollars (\$146,400.00); and distributed on a fractional basis as follows:

FMC

Lots 1 through 29, Block 1; Lots 1 through 72, Block 2; Lots 1 through 19, Block 3; Lots 1 through 10, Block 4; and Lots 1 through 33, Block 5; Krug South Addition shall each pay 1/163 of the total cost payable by the improvement district.

(d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

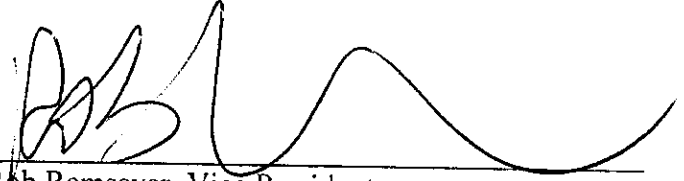
Lots 1 through 25, Block 1; Lots 12 through 38, Block 2; and Lots 1 through 33, Block 5; Krug South Addition shall each pay 73/10,000 of the total cost payable by the improvement district. Lots 26 through 29, Block 1; Lots 39 through 72, Block 2; and Lots 4 through 10, Block 4; Krug South Addition shall each pay 79/10,000 of the total cost payable by the improvement district. Lots 1 through 3, Block 4; Krug South Addition shall each pay 80/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04. and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>KRUG SOUTH ADDITION</u> Lots 1 through 29, Block 1; Lots 12 through 72, Block 2; Lots 1 through 10, Block 4; and Lots 1 through 33, Block 5; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	RITCHIE DEVELOPMENT CORPORATION  By: _____ Rob Ramseyer, Vice President	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia A. Womack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 19 day of September 2007.

Janis Edwards
Deputy City Clerk



**City of Wichita
City Council Meeting
December 18, 2007**

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer in Monarch Landing Addition, south of 21st Street, west of 159th Street East. (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On February 13, 2007, the City Council approved a Petition to construct a Sanitary Sewer in Monarch Landing Addition. The improvement district included an adjoining unplatted tract. The developer has submitted a new Petition that reduces the amount of the unplatted tract in the improvement district. The signatures on the new Petition represent 7 of 9 owners of property in the improvement district. The assessment to the non-signers' property has not been increased.

Analysis: The project will serve a new residential development located south of 21st, west of 159th St. East.

Financial Considerations: The project budget is unchanged.

Goal Impact: This project will address the Efficient Infrastructure goal by providing sanitary sewer service to a new residential development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, Petition and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 1, MAIN 23, FOUR MILE CREEK SEWER (NORTH OF 21ST, WEST OF 159TH ST. EAST) 468-84317** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 1, MAIN 23, FOUR MILE CREEK SEWER (NORTH OF 21ST, WEST OF 159TH ST. EAST) 468-84317** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That Resolution No. **07-109** adopted on **February 13, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 1, Main 23, Four Mile Creek Sewer (north of 21st, west of 159th St. East) 468-84317**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for hereof is estimated to be **Six Hundred Forty-Five Thousand Dollars (\$645,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2007**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MONARCH LANDING ADDITION

Lots 1 through 39, Block 1

Lots 1 through 20, Block 2

Lots 1 and 2, Block 3

Lots 1 and 2, Block 4

Lots 1 through 5, Block 5

UNPLATTED RESIDENTIAL TRACT 1

BEGINNING at the northeast corner of Lot 1, Block 5, Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the north line of the Southeast Quarter of said Southeast Quarter on a Kansas coordinate system 1983 south zone bearing of N88°56'59"E, 806.11 feet to a point lying 60.00 feet west of the northeast corner of said Southeast Quarter of said Southeast Quarter; thence parallel with and 60.00 feet west of the east line of said Southeast Quarter, S00°38'46"E, 677.26 feet; thence S88°55'31"W, 730.00 feet; thence S01°04'29"E, 275.00 feet; thence S88°55'31"W, 354.03 feet; thence N37°18'14"W, 106.46 feet to point on an easterly line of said Monarch Landing Addition said point being on a curve to the left; thence along the easterly lines of said addition for the remaining nine (9) courses; thence along said curve to the left 182.95 feet to a reverse curve, said curve to the left having a central angle of 50°23'40", a radius of 208.00 feet, and a long chord distance of 177.11 feet, bearing N28°48'47"E; thence along said reverse curve 102.66 feet, said curve having a central angle of 15°59'03", a radius of 368.00 feet, and a long chord distance of 102.33 feet, bearing N11°36'28"E; thence S87°42'19"E, 128.47 feet; thence S73°24'04"E, 97.51 feet; thence N16°46'34"E, 120.09 feet to a point on a non-tangent curve to the right; thence along said curve 16.60 feet, said curve having a central angle of 01°47'51", a radius of 529.00 feet, and a long chord distance of 16.60 feet, bearing N76°07'04"W; thence N14°46'52"E, 58.00 feet; thence N01°03'01"W, 280.20 feet; thence S88°58'38"W, 22.83 feet; thence N01°01'22"W, 64.00 feet; thence N01°03'01"W, 131.86 feet to the **POINT OF BEGINNING**.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 38, Block 1; Lots 1 through 20, Block 2; Lots 1 and 2, Block 3; Lots 1 and 2, Block 4; and Lots 1 through 5, Block 5; MONARCH LANDING ADDITION, shall each pay 110/10,000 of the total cost payable by the improvement district. Lot 39, Block 1; MONARCH LANDING ADDITION, shall pay 1978/10,000 of the total cost payable by the improvement district. THE UNPLATTED RESIDENTIAL TRACT 1, shall pay 652/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day of _____, 2007.

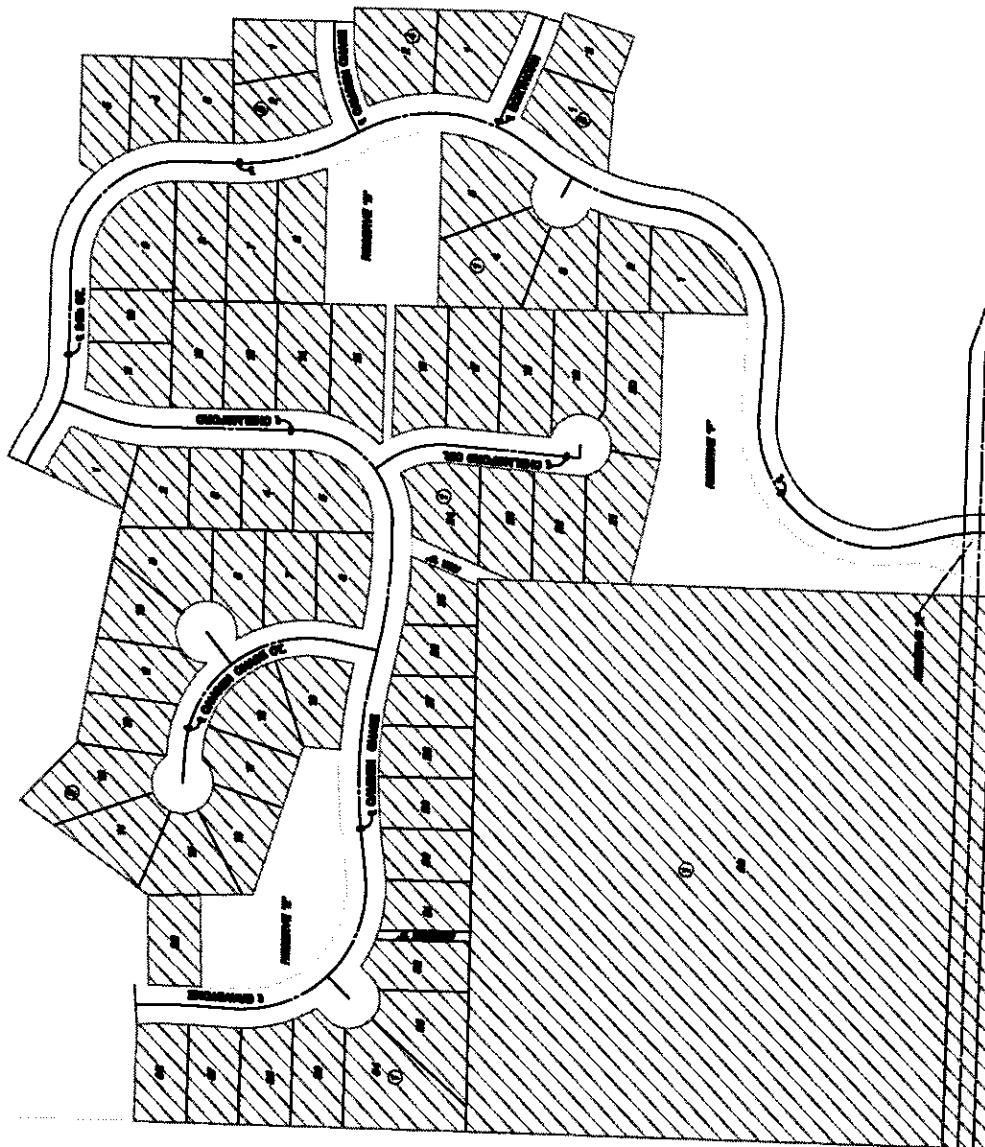
CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

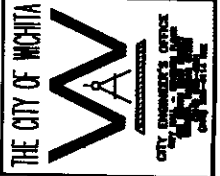
(SEAL)

MONARCH LANDING ADDITION



169th ST. E

21st ST. N.



PROPOSED IMPROVEMENT DISTRICT
(ACTUAL ALIGNMENT TO BE
(DETERMINED BY DESIGN ENGINEER))



SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lateral 1, Monarch 23, MONARCH LANDING ADDITION
FMC
468-84317
Lots 1 through 39, Block 1;
Lots 1 through 20, Block 2;
Lots 1 & 2, Block 3;
Lots 1 & 2, Block 4;
Lots 1 through 5, Block 5;

UNPLATTED RESIDENTIAL TRACT 1

BEGINNING at the northeast corner of Lot 1, Block 5, Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the north line of the Southeast Quarter of said Southeast Quarter on a Kansas coordinate system 1983 south zone bearing of N88°56'59"E, 806.11 feet to a point lying 60.00 feet west of the northeast corner of said Southeast Quarter of said Southeast Quarter; thence parallel with and 60.00 feet west of the east line of said Southeast Quarter, S00°38'46"E, 677.26 feet; thence S88°55'31"W, 730.00 feet; thence S01°04'29"E, 275.00 feet; thence S88°55'31"W, 354.03 feet; thence N37°18'14"W, 106.46 feet to point on an easterly line of said Monarch Landing Addition said point being on a curve to the left; thence along the easterly lines of said addition for the remaining nine (9) courses; thence along said curve to the left 182.95 feet to a reverse curve, said curve to the left having a central angle of 50°23'40", a radius of 208.00 feet, and a long chord distance of 177.11 feet, bearing N28°48'47"E; thence along said reverse curve 102.66 feet, said curve having a central angle of 15°59'03", a radius of 368.00 feet, and a long chord distance of 102.33 feet, bearing N11°36'28"E; thence S87°42'19"E, 128.47 feet; thence S73°24'04"E, 97.51 feet; thence N16°46'34"E, 120.09 feet to a point on a non-tangent curve to the right; thence along said curve 16.60 feet, said curve having a central angle of 01°47'51", a radius of 529.00 feet, and a long chord distance of 16.60 feet, bearing N76°07'04"W; thence N14°46'52"E, 58.00 feet; thence N01°03'01"W, 280.20 feet; thence S88°58'38"W, 22.83 feet; thence N01°01'22"W, 64.00 feet; thence N01°03'01"W, 131.86 feet to the **POINT OF BEGINNING**.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Six Hundred Forty Five Thousand Dollars (\$645,000.00) exclusive of the cost of

interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2007.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 38, Block 1; Lots 1 through 20, Block 2; Lots 1 & 2, Block 3; Lots 1 & 2, Block 4; and Lots 1 through 5, Block 5; Monarch Landing Addition shall each pay 110/10,000 of the total cost payable by the improvement district. Lot 39, Block 1; Monarch Landing Addition shall pay 1978/10,000 of the total cost payable by the improvement district. The Unplatted Residential Tract 1 shall pay 652/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
 - (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.


LEGAL DESCRIPTION	SIGNATURE	DATE
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MONARCH LANDING ADDITION

Lots 6 through 13, 15 through 18, 20, 21, 24 through 27, 29 through 33, and 35 through 38, Block 1; Lots 1 through 8, 10, 11, 13, 14, 15, 17, 18 and 20, Block 2; Lots 1 & 2, Block 3; Lots 1 & 2, Block 4; and Lots 1 and 2, Block 5; Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas.

**MONARCH LANDING, LLC,
A Kansas Limited Liability Company**

By:



Rob Ramseyer, Vice President
Ritchie Development Corporation, Manager

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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MONARCH LANDING ADDITION


Lot 39, Block 1; Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas.

UNIFIED SCHOOL DISTRICT NO. 385

By:

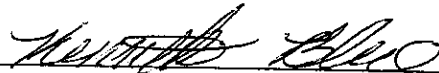

Mark Evans, Superintendent

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>MONARCH LANDING ADDITION</u> Lot 1, Block 1; Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas.	PORTER HOMES Inc. 	
	By: _____	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>MONARCH LANDING ADDITION</u> Lot 2, Block 1; Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas.	BLUE CUSTOM HOMES	

By: 

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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MONARCH LANDING ADDITION

Lots 3, 14, & 28, Block 1; Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas.

INK-DRUMRIGHT BUILDERS

By: 

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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MONARCH LANDING ADDITION

Lot 4, Block 1; Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas.

NIES HOMES

By:

Cherie Nies-Cowgill

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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MONARCH LANDING ADDITION

Lots 5, 19, 22, & 34, Block 1; Lots 9, 12, 16, & 19, Block 2; and Lots 3, 4 & 5, Block 5; Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas.

CRAIG SHARP HOMES

By: _____



WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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UNPLATTED RESIDENTIAL TRACT 1

BEGINNING at the northeast corner of Lot 1, Block 5, Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the north line of the Southeast Quarter of said Southeast Quarter on a Kansas coordinate system 1983 south zone bearing of N88°56'59"E, 806.11 feet to a point lying 60.00 feet west of the northeast corner of said Southeast Quarter of said Southeast Quarter; thence parallel with and 60.00 feet west of the east line of said Southeast Quarter, S00°38'46"E, 677.26 feet; thence S88°55'31"W, 730.00 feet; thence S01°04'29"E, 275.00 feet; thence S88°55'31"W, 354.03 feet; thence N37°18'14"W, 106.46 feet to point on an easterly line of said Monarch Landing Addition said point being on a curve to the left; thence along the easterly lines of said addition for the remaining nine (9) courses; thence along said curve to the left 182.95 feet to a reverse curve, said curve to the left having a central angle of 50°23'40", a radius of 208.00 feet, and a long chord distance of 177.11 feet, bearing N28°48'47"E; thence along said reverse curve 102.66 feet, said curve having a central angle of 15°59'03", a radius of 368.00 feet, and a long chord distance of 102.33 feet, bearing N11°36'28"E; thence S87°42'19"E, 128.47 feet; thence S73°24'04"E, 97.51 feet; thence N16°46'34"E, 120.09 feet to a point on a non-tangent curve to the right; thence along said curve 16.60 feet, said curve having a central angle of 01°47'51", a radius of 529.00 feet, and a long chord distance of 16.60 feet, bearing N76°07'04"W; thence N14°46'52"E, 58.00 feet; thence N01°03'01"W, 280.20 feet; thence S88°58'38"W, 22.83 feet; thence N01°01'22"W, 64.00 feet; thence N01°03'01"W, 131.86 feet to the POINT OF BEGINNING.

**MONARCH LANDING, LLC,
A Kansas Limited Liability Company**

By:



Rob Ramseyer, Vice President
Ritchie Development Corporation, Manager

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Karen K. Liggett
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 5th day of October 2007.

Karen Abbott, CMC
~~Deputy~~ City Clerk



City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council Members

SUBJECT: Street Closure: Intersection of Douglas and Hydraulic (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the street closure.

Background: Wildcat Construction Co. Inc. has contracted to install a storm drainage structure in Douglas and a portion of Old Town to improve drainage in Old Town and the area near Douglas from Mosley to the Drainage Canal at I-135. This project was approved by the City Council on April 24, 2007. This drainage structure is 16' deep as it crosses Hydraulic in the south portion of Douglas. For traffic safety, a 10 day closure of Hydraulic will be required to install this 8' x 4' RCB Stormwater sewer through the intersection area. The present progress of the installation of this structure will cause the installation of the storm drain RCB at the intersection area approximately during the first or second week of January, 2008.

Analysis: Wildcat Construction Co. Inc. is responsible for the placement of the required detour and construction signs and barricades and the notification of area businesses and residents. During the closure Hydraulic Ave. traffic will be detoured as follows:

Northbound Hydraulic Ave. traffic will be detoured west on Waterman to Washington, then north to First St., then east to return to Hydraulic Ave.

Southbound Hydraulic Ave. traffic will be detoured west on Douglas to Washington, then south to Waterman, then east to return to Hydraulic Ave.

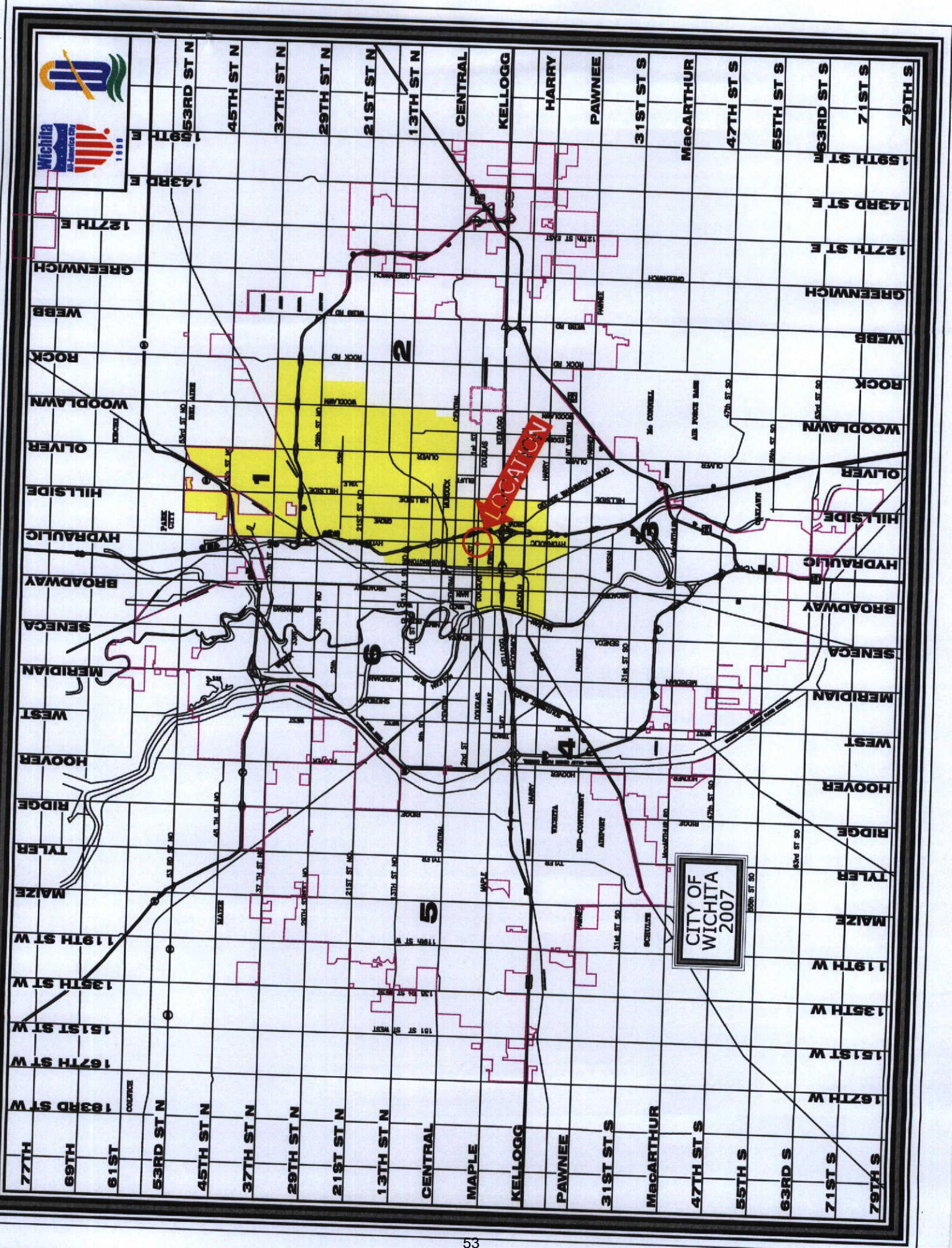
Financial Consideration: None.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving Storm Water Drainage.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the street closure.

Attachment: Map



**City of Wichita
City Council Meeting
December 18, 2007**

TO: Mayor and City Council

SUBJECT: Cheney Watershed Demonstration Projects - Working Agreement

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the Working Agreement with the Reno County Conservation District and the Citizen's Management Committee.

Background: Cheney Reservoir is a major water supply source for Wichita, currently providing approximately 60 percent of the City's water. On August 24, 1993, City Council approved the concept of the City assuming part of the cost-share necessary to allow landowners to implement Best Management Practices in the watershed above the reservoir that would improve water quality and extend the life of the reservoir. On September 19, 2006, the Council approved continuing participation in the Cheney Watershed Protection Program.

Analysis: Cheney Reservoir has two significant pollution problems: sedimentation and phosphates. Sediment washes into the reservoir from soil erosion displacing stored water and is a major factor in determining the useful life of the reservoir. High phosphate levels can lead to an increase in microscopic plant activity in a lake, which increases taste and odor problems.

A management plan has been approved for the watershed that identifies Best Management Practices (BMP) that will help reduce pollution entering the reservoir. The Reno County Conservation District and the Citizens' Management Committee are responsible for implementing the recommendations in the plan. The proposed Working Agreement promotes the use of BMP and establishes procedures for payments to producers who implement these practices. It addresses funding the construction of various demonstration projects, including terraces, grassed waterways, range and pasture seeding, riparian filter strips and concrete drainage structures.

There are incentives to use alternate management techniques (nutrient management, conservation tillage, crop rotation, brush control and planned grazing systems) and incentives to convert land coming out of the Conservation Reserve Program (CRP) to rangeland by installing water systems, and fencing and filter strips. This Agreement also includes an incentive payment to promote Continuous Sign-up CRP adjacent to streams, and an incentive program for small community wastewater treatment plants to make voluntary improvements that improve the quality of their discharge.

Financial Considerations: All of the practices are voluntary and allocated funds may not be fully utilized in the fiscal year. Most of the practices that this Working Agreement is promoting are also eligible for funding from an EPA 319 Grant that provides up to 60 percent of the cost of a BMP project. The City will match the 40 percent that is not covered by federal funds. The cost of those incentive payments to the City will not exceed \$10,000 in 2008.

Other entities offering cost-share programs include the Kansas Alliance for Wetlands and Streams, the Kansas Water Office and the Kansas Rural Center. These entities have programs that offer 60-70 percent funding for BMP projects. The cost of those matching incentive payments to the City will not exceed \$25,000 in 2008.

Installation of fences that were previously enrolled in the CRP is not eligible for funding from any other programs. Fencing projects will be eligible for 50 percent funding from the City of Wichita, with the remaining 50 percent paid by the landowner. The cost of those incentive payments to the City will not exceed \$75,000.

Incentive payments for small municipalities are limited to a one-time payment of \$2,500 per community to match other funding sources, with the total to the City not to exceed \$5,000. The incentive payment for the Continuous Sign-up CRP is \$200 per acre. The cost of those incentive payments to the City will not exceed \$10,000. The City's share for establishment of Continuous CRP will not exceed \$20,000.

The amount to a single producer in one year under any single program will not exceed \$10,000.

CIP W-500, Cheney Watershed Protection Plan, has allocated \$250,000 in 2008 for this effort. The maximum amount the City could spend in FY 2008 for the City's share for all of the practices in this Working Agreement would not exceed \$135,000.

Goal Impact: Ensure efficient infrastructure by maintaining and optimizing public facilities and assets. While the work in the project occurs in the watershed above the reservoir, the intent is to improve the water quality and prolong the life of the reservoir.

Legal Considerations: The Working Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Working Agreement and authorize the necessary signatures.

Attachments: Working Agreement – Cheney Watershed Demonstration Projects



Reno County
Working Agreement

**City of Wichita
City Council Meeting
December 18, 2007**

TO: Mayor and City Council

SUBJECT: Renewal of Contract: Victim's Rights Services

INITIATED BY: Department of Law

AGENDA: Consent

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Recommendation: Approve the Agreement with Correctional Counseling of Kansas and authorize the mayor to sign.

Background: Kansas law requires that municipalities provide notice to crime victims of certain court proceedings in conformity with the Victim's Bill of Rights contained in the Kansas Constitution and statutes. The City of Wichita has adopted Resolution. No. R-93-327 to implement these notification requirements. The services to implement this resolution have been provided to the City of Wichita through a contract with Correctional Counseling of Kansas.

Analysis: Correctional Counseling of Kansas has provided services in the past and is willing to continue to provide the services on behalf of the city to comply with the Kansas Constitution.

Financial Considerations: The amount of this contract increased \$4,000 from prior year levels in 2007. A total of \$39,385 will be required in the 2008 Revised budget for the Law Department.

Goal Impact: Internal Perspective. The contract will provide for a function mandated by state law.

Legal Considerations: The City Attorney's office has prepared the Agreement and has approved it as to form.

Recommendations/Actions: Approve the Agreement and any necessary budget adjustment or fund transfer, and authorize the Mayor to sign.

Attachment: Agreement

A G R E E M E N T

THIS CONTRACT, dated as of this ____ day of December 2007, by and between the City of Wichita, Kansas (hereinafter called the City) and Correctional Counseling of Kansas, (hereinafter called the Consultant).

WITNESSETH THAT:

WHEREAS, the City wishes to engage the Consultant to provide victims' rights services in connection with the City's obligation to provide such services under the Kansas Constitution and K.S.A. 74-7333 and K.S.A. 74-7335; and

WHEREAS, Consultant is qualified and desires to provide such services to the City.

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. **SCOPE OF SERVICES.** The Consultant, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and as outlined per Exhibit B.

SECTION 2. **TIME OF PERFORMANCE.** The services of the Consultant are to commence December 31, 2007, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period of 12 months ending no later than December 31, 2008, with option to renew for additional periods of 12 months thereafter if acceptable to the parties.

SECTION 3. **RECORDS, REPORTS AND INSPECTION.**

A. **Establishment and Maintenance of Records.** The Consultant shall establish and maintain such records as are prescribed by the City, with respect to all matters covered by this contract. Except as otherwise authorized by the City, the Consultant shall retain such records for a period of three years after receipt of the final payment under this contract or termination of this contract.

B. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. **Reports and information.** The Consultant, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Consultant under this

contract, are confidential and shall not be made available to anyone without the prior written approval of the City.

D. Audits and Inspections. The Consultant shall at any time, and as often as the City may deem necessary, make available to the City for examination all its records and data for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 4. **CONFLICT OF INTEREST**. No member, officer or employee of the Consultant or its designees or agent or public official exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

SECTION 5. **DISCRIMINATION**.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L.88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Consultant receiving funds pursuant to this contract.

B. The Consultant further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts of agreements" as provided in Exhibit A attached hereto.

SECTION 6. **COMPLIANCE WITH LOCAL LAWS**. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and the City of Wichita.

SECTION 7. **ASSIGNABILITY**. The Consultant shall not assign any interest in this contract without prior written consent of the City.

SECTION 8. **COPYRIGHTS**. If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. The City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

SECTION 9. **PATENTS**. Any discovery or invention arising out of or developed in the course of work by this contract shall promptly and fully be reported to the City for determination by the City as to whether patent protection on such invention or discovery shall be sought and

how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to regulation of the Department.

SECTION 10. **USE AND DISPOSITION OF PROPERTY.** All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in Exhibit B.

A. **Compensation and Method of Payment.** Compensation and method of payment to the Consultant relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. **Total Payments.** Total Payment to the Consultant, including amounts expended for support services in-kind (e.g., telephone and computer charges) will not exceed \$47,465.00.

C. **Unearned Payments.** Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City at any time; or if the funds available to the City of Wichita are insufficient to permit continuation of this agreement.

SECTION 11. **TERMINATION CLAUSE.** Upon breach of the contract by Consultant, the City shall give consultant written notice of such breach and if the default is not remedied within 30 days of receipt of the written notification, City may terminate this contract. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 16, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any payments to the Consultant for the purpose of set off until such time as the exact amount of damages due the City from the Consultant is determined.

SECTION 12. **TERMINATION FOR CONVENIENCE.** The City may terminate this contract at any time by a notice in writing from the City to the Consultant. If the contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation the services actually performed bear to the total services of the consultant covered by this contract, less payments of compensation previously made:

Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Consultant during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Consultant, Section 16 hereof relative to termination shall apply.

SECTION 13. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Consultant mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget over \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 14. PERSONNEL AND SERVICES. All services required herein will be performed by the Consultant under the direction of its Director. Any services which the Consultant deems necessary to assign to a subcontractor must first have written approval from the City unless otherwise specified in Exhibit B.

SECTION 15. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 16. APPENDICES. All exhibits referenced in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

- | | |
|-----------|--|
| Exhibit A | Non-Discrimination
& Equal Employment Opportunity Statement |
| Exhibit B | Performance Criteria |
| Exhibit C | Confidentiality Statement |

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

CORRECTIONAL COUNSELING OF KANSAS

Shawna Mobley, Director

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have

breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

PERFORMANCE CRITERIA

PROGRAM SCOPE

Consultant shall provide full-time staffing of the Victim/Witness office at City Hall. A victim/witness coordinator will perform the following duties:

1. Provide written notification of public hearings, including:
 - a. plea hearing;
 - b. trial;
 - c. sentencing; sentence modification or probation violation hearing;
 - d. continuances, district court appeals, or appeals to the Kansas Appellate Courts;
2. Inform victims of their right to civil redress for harm suffered, mechanisms for requesting restitution, and remedies available through the Crime Victims Compensation Fund;
3. Supply victims with a copy of the Kansas Victims Bill of Rights;
4. Assist victims and witnesses in understanding their role in the criminal justice system and accompanying them during court proceedings, while ensuring their right to address the court;
5. Solicit input from victims regarding their view of the case and assessment of the assistance provided through the use of a standard form (Victim Impact Statement);
6. Attempt to address any safety or protection concerns of victims and/or witnesses;
7. Link victims and/or witnesses to community resources, as appropriate;
8. Provide quarterly reports to the City in form and substance approved by the City; and
9. Maintain office hours of 8:00 a.m. to 5:00 p.m. on those days City Hall is open to the public, which are generally Monday through Friday except for holidays.
10. Contact victims and witnesses for court proceedings as directed by the City Attorney or his designee.

11. Retrieve restitution information as directed by the City Attorney or his designee.

The violations of the City Code which have been identified as falling within the above requirements include, but are not limited to, the following generally categorized offenses:

- a. Attempts and conspiracies of applicable crimes;
- b. Assault;
- c. Assault of a law enforcement officer;
- d. Battery;
- e. Battery of a law enforcement officer;
- f. Permitting a dangerous animal to run at large;
- g. Dog bite violations;
- h. Unlawful restraint;
- i. Lewd and lascivious conduct;
- j. Sexual battery;
- k. Driving under the influence of intoxicating liquor or drugs;
- l. All offenses designated as “Domestic Violence”;
- m. Draw deadly weapon; and,
- n. Window peeping.

All services provided by Consultant to victims and will be coordinated with the City Attorney, or his designee, and other criminal justice staff. Computer access to court records will be provided by City. In those criminal cases defined by the City as “domestic violence” cases, the duties specified by paragraphs 4, 6, and 7 above will primarily be provided by the Domestic Violence Victim Advocate. It shall be the responsibility of the Consultant to coordinate the services under this agreement with the Domestic Violence Victim Advocate to avoid duplication of services.

In the event written notification of court proceedings is not deliverable by first class mail, Consultant will make every effort to contact victims or witnesses by telephone or other means..

Consultant will contract with interpreters in those cases where foreign-speaking victims and those with hearing or other communication impairments are involved, when necessary to ensure the victim understands his or her rights. Consultant will also ensure that all forms which may be produced for this program are prepared in a bilingual format.

A computerized data management system will be developed and maintained by the Consultant for the purpose of providing summary reports and evaluating program efforts. The record keeping associated with these services will be patterned after those of existing programs in other Kansas municipalities.

At the conclusion of the one-year contract period, Consultant will provide City an evaluation of the services and resources and recommendations for modifications to the Victims/Witness Program.

PROGRAM ADMINISTRATION

Operations and administration of the program on a day-to-day basis will be the responsibility of Consultant. Consultant shall report to the City Attorney or his designee.

It is mutually agreed by and between the City and the Consultant that the total funds available for this program will be \$47,465.00, which will be paid as specified in the sections entitled Budget and Method of Payment.

BUDGET

The City shall expend a maximum of \$47,465.00 for the program described in this contract. Said funds shall be used as follows:

Victims/Witness Coordinator	\$26,360.00
Benefits, Fringes and Taxes	5,225.00
Program Administration	6,000.00
Documents/Forms/Office Supplies/Postage	4,600.00
Space Lease	1,300.00
Computer	2,880.00
Contractual Services (Interpreters)	500.00
Phone	<u>600.00</u>
TOTAL	\$47,465.00

METHOD OF PAYMENT

The Consultant agrees payments under this contract shall be in accordance with established budgeting, purchasing and accounting procedures of the City of Wichita.

1. The City agrees to advance the Consultant \$6,000 upon submittal of a written request for the advance. Said advance will be deducted in approximately equal amounts of \$500.00 from monthly reimbursements.
2. The City agrees after the initial \$6,000 advance, to pay the Consultant no more than \$3,132.08 per month plus reimbursable expenses less the amount deducted for the advance upon submittal of a statement with supportive documentation as stipulated below.
3. The City and Consultant mutually understand and agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments can be made administratively unless it involves a significant change in categories of expenditures or a budget change over \$10,000 which have to be approved as a contract amendment by the City Council.
4. Reimbursement for expenditures for commodities and contractors shall be made on the basis of a copy of invoices, tickets or billings. Consultant shall order forms through the Department of Law Office Administrator and the costs shall be charged directly against the budget for this contract. The budgeted amounts for the office space and computer also will be charged by the City directly against the budget for this contract.
5. The Consultant will ensure all costs are eligible according to the approved budget. The original documentation supporting all reimbursed expenditures will be retained by the Consultant for three (3) years after the final payment of expenditures made under this contract.

INSURANCE

Consultant shall procure and maintain a liability insurance policy which will protect the Consultant from error, omissions and negligent acts of the Consultant, its agents, officers and employees in the performance of the services rendered under this agreement. Such policy of insurance shall be in an amount of not less than \$500,000.00 and shall name the City as an additional insured. Satisfactory certificates of insurance on all insurance shall be filed with the City by Consultant.

Consultant agrees to hold the City harmless from any and all claims, suits, actions or judgments brought or entered against the City arising out of Consultant's performance under the terms and conditions of this agreement, including attorney's fees; provided, however, nothing herein shall impose on Consultant any obligation to hold the City harmless from City's own negligence.

CONFIDENTIALITY

Consultant and all employees of Consultant who work in the program shall be required to sign the Confidentiality Statement attached hereto as Exhibit C and failure to abide by the terms of the statement shall be reason to exclude them from further participation in this contract.

CONFIDENTIALITY STATEMENT

I, _____, understand that I will have access to confidential information in police officers' reports as part of my duties in the Victims' Rights Program.

As a condition of my employment, I agree not to disseminate any particulars of any case to anyone outside the City of Wichita Department of Law and Municipal Court, unless (1) such person has also signed a Confidentiality Statement or (2) I am ordered to do so by a court of competent jurisdiction. This includes but is not limited to, name, address, and phone number of the victim, defendant, or witnesses. All information used and gathered as part of this program shall be used exclusively for this program, excluding statistical information.

I further understand that this need for confidentiality does not end at the completion of my employment with the Victims' Rights Program. Therefore, once my appointment has finished, I will still maintain confidentiality on all cases within my knowledge.

Dated this _____ day of _____ 200_.

**CITY OF WICHITA
City Council Meeting
December 18, 2007**

TO: Mayor and City Council Members

SUBJECT: VICTIM ADVOCATE CONTRACT WITH KANSAS LEGAL SERVICES, INC.

INITIATED BY: Law Department

AGENDA: Consent

Background: The domestic violence victim advocate is located within the Department of Law, Prosecutor's Office. The domestic violence victim advocate provides services to victims of domestic violence, including but not limited to notification of court appearances, information pertaining to services offered to victims of domestic violence related crimes, and assistance of victims throughout the court process. This position has been an integral part of the City of Wichita's Domestic Violence Program since its inception in 1990.

Analysis: The contract provisions remain relatively unchanged from the contract approved and executed in prior years. The contract amount for 2008 remains the same as that in the 2007 contract.

Financial Considerations: The contract amount shall not exceed \$35,000 for fiscal year 2008.

Goal Impact: Safe and Secure Community; Prosecution and Diversion Services.

Legal Considerations: The contract has been prepared and approved as to form by the Law Department.

Recommendations/Actions: Approve the contract.

Attachment: Contract

AGREEMENT

THIS CONTRACT dated as of the ____ day of December, 2007, by and between the City of Wichita, Kansas (hereinafter called the City) and KANSAS LEGAL SERVICES, INC., (hereinafter called the Contractor).

WITNESSETH THAT:

WHEREAS, the City wishes to engage the Contractor to provide victim advocacy services in connection with the City's Domestic Violence Program and Contractor is qualified to provide such services; and

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Contractor shall perform services in a satisfactory and proper manner as determined by the City and as outlined per Exhibit B.

SECTION 2. TIME OF PERFORMANCE. The services of the Contractor are to be governed by the terms of this contract from January 1, 2008, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period of 12 months from January 1, 2008, ending no later than December 31, 2008.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

- A. Establishment and Maintenance of Records. The Contractor shall establish and maintain records as prescribed by the City, with respect to all matters covered by this contract. Except as otherwise authorized by the City, the Contractor shall retain such records for a period of three years after receipt of the final payment under this contract or termination of this contract.
- B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.
- C. Reports and information. The Contractor, at such times and in such forms as

the City may require, shall furnish to the City or the City's designated agent or agency, such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Contractor under this contract, are confidential and shall not be made available to anyone other than the City or its designated agents or agencies without the prior written approval of the City.

- D. Audits and Inspections. The Contractor shall at any time and as often as the City may deem necessary make available to the City for examination all its records and data for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No member, officer or employee of the Contractor or its designees or agent or public official exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Contractor receiving funds pursuant to this contract.

B. Compliance with EEO Policy Statement. The Contractor further agrees to implement and comply with the "Revised Non- Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

SECTION 6. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 7. ASSIGNABILITY. The Contractor shall not assign any interest in this contract without prior written consent of the City.

SECTION 8. COPYRIGHTS. If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. The City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all such copyrighted material and all material which can be copyrighted.

SECTION 9. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to the City for determination by the City as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity. The Contractor agrees that no funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas, or any other governmental unit.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. USE AND DISPOSITION OF PROPERTY.

A. Disposition of Expendable/Non-Expendable Personal Property. All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in Exhibit B.

B. Real Property. All real property purchased or otherwise acquired under the terms of this contract shall be under title of the City unless otherwise specified in Exhibit B.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Contractor relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Contractor will not exceed \$35,000.00 (reduced by the cost of any voicemail account provided for the Contractor by direct application of funds in the Law Department budget), and it will be the responsibility of the Contractor to budget consistent with such limitation so that it is able to provide the services required hereunder for the entire 12-month period of this contract. If the \$35,000.00 (reduced by the cost of the voicemail account) is exhausted prior to the end of the 12-month contract period, Contractor shall bear the costs of performing services as required hereunder for the remainder of said period.

C. Unearned Payments. Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City at any time; or if the docket fees or other fees or funding mechanisms used by the City of Wichita to provide funding for domestic violence advocacy services are for any reason suspended or invalidated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Contractor, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 18, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

SECTION 14. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Contractor.

SECTION 15. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget over \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 16. PERSONNEL AND SERVICES. All services required herein will be performed by the Contractor under the direction of its Regional Director. Any services which the Contractor deems necessary to assign to a subcontractor must first have written approval from the City unless otherwise specified in Exhibit B.

SECTION 17. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 18. APPENDICES. All exhibits referenced in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A	Non-Discrimination & Equal Employment Opportunity Statement
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Exhibit B	Performance Criteria
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Exhibit C	Certification Regarding Drug-Free Workplace
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Exhibit D	Confidentiality Statement
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IN WITNESS WHEREOF, the parties have set their hands this _____ day of December, 2007.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf,
Director of Law

KANSAS LEGAL SERVICES, INC.

, Executive Director

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against discrimination (Kansas Statutes Annotated 44- 1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bonafide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission"
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by and contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraph 1 through 4, inclusively, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Exempted from these requirements are: (State of Kansas)

1. Any contractor, subcontractor, vendor or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the Federal government, or a contract involving Federal funds.
2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.
3. Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000) or less during the fiscal year of the City.

D. Provisions of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall observe the provisions of the Code of the City of Wichita against discrimination (Section 2.12.900, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract, purchase order or agreement because of race, religion, color, sex, "disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification", national origin, ancestry or marital status. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program when required to the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or in behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment with out regard to race, religion, color, sex, "disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification", national origin, ancestry or

marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase that is deemed acceptable by the City of Wichita.

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules, regulations, and will permit access to books, records and procedures concerning employment relations by the for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City of Wichita in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be initiated against such vendor supplier, contractor or subcontractor;
4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Non-Discrimination -- Equal Employment Opportunity under a decision or order of the City of Wichita, Kansas, which has become final, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be canceled, terminated or suspended in whole or in part by the City of Wichita, and such other sanctions and remedies may be imposed as provided by law;
5. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsection 1 through 4, inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

E. Exempted from these requirements are: (City of Wichita)

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita, or any of its agencies, who wishes to enter into a contract, purchase order or agreement shall prior to entering into such contract, purchase order or agreement, submit to the City of Wichita, Kansas, a preliminary report on forms, provided by the Board, concerning Non-Discrimination -- Equal Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:
 - a. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year

of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

- b. These provisions shall not apply to vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reasons of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) days period from the Federal agency involved.
 - c. Those contractors, subcontractors, vendors or suppliers not exempted herein whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correction of such deficiencies in accordance with instructions included with the preliminary report for review, evaluation and acceptance prior to a contract, purchase order or agreement award.
- F. Failure of any contractor, subcontractor, vendor or supplier to report to the "Kansas Human Rights Commission" as required by K.S.A. 44-1031, as amended, or has been found guilty of a violation of the City's Ordinances, State Statutes, or Federal Statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

SCOPE OF SERVICES

Provide one full-time victim advocate to assist community funded advocates with services for victims of domestic violence cases which are prosecuted in the City of Wichita Municipal Court. The Advocate will provide resources directed toward stopping violence in domestic relationships and will assure the victim is not revictimized by the judicial process by assisting the representatives of community organizations and volunteers in providing the following services:

1. **VOLUNTEER PROGRAM**
Coordinate a volunteer program to ensure availability of volunteer advocates to work with victims.
2. **VICTIM'S FIRST APPEARANCE IN MUNICIPAL COURT**
Advocate to attend in person the Municipal Court domestic violence daily docket calls at 10:30 a.m. and 1:30 p.m., Monday through Friday, for the purposes of making contact with the victims. The following should occur during the initial contact:
 - a. Assessment of the victim's needs and referral of the victim to appropriate agencies and treatment;
 - b. Consult with the victim concerning recommendations to be made to the Court on restrictions to be placed on offender's appearance bond;
 - c. Provide the victim an explanation of the Court process and possible disposition of the case, including that charges are filed by the City and the victim therefore cannot have the charges dropped;
 - d. Explain treatment alternatives for the offender;
 - e. Advise the victim if a no-contact provision is set on the appearance bond, and of the procedure to use if the offender attempt to contact the victim, or otherwise violates such restrictions;
 - f. Provide the victim with an information pamphlet and ensure that the victim understands that the advocacy system is in place to assist during the Court proceedings and thereafter, and make sure the victim understands that the goal of the program is to stop violence;
 - g. Assign a volunteer or make other arrangements to ensure continuing contact will occur with the victim throughout the Court proceedings.

3. VICTIMS THAT DO NOT APPEAR FOR FIRST APPEARANCE
 - a. If the victim does not appear at the first court appearance, make personal contact for the purpose of attempting to persuade the victim to participate in the case and to otherwise advise the victim of services available through the Victim Advocacy Program; provide documentation of such contacts made and attempted, and the reason for non-appearance; and
 - b. Make arrangements for Police Department to take evidentiary photographs of the victim the day after an incident has occurred when the victim has not been subpoenaed to appear in Court the next day following the incident. This requirement does not apply to Saturday or Sunday.
4. ASSISTANCE DURING COURT PROCEEDINGS
 - a. Maintain, at a minimum, monthly contact with the victim while the case is pending to ensure that the victim is apprised of the progress of the case;
 - b. Continue to assess the victim's needs as to types of assistance which will help ensure the victim's ability to continue to work with the Court process;
 - c. Provide recommendations to the prosecutor, for presentation to the Court for purposes of establishing conditions of probation/deferred judgment (i.e., no-contact restrictions); and
 - d. Provide recommendations to the prosecutor regarding the victim's availability for Court proceedings.
5. ASSISTANCE AFTER COURT PROCEEDINGS

Maintain, at a minimum, monthly contact with the victim during the period of time that the offender is on probation/deferred judgment or in jail in order to:

 - a. Assure that the offender is meeting the conditions of probation/deferred judgment, including any court-ordered restriction on contacting the victim or others;
 - b. Assess, on a continuing basis, the victim and the victim's family needs and make appropriate referrals to outside agencies;
 - c. Report to the prosecutor, probation or deferred judgment coordinator any violations of probation/deferred judgment conditions that are committed by the offender; and

8. EDUCATION PROGRAM

Coordinate with the community funded victim advocates a workshop to educate victims about domestic violence, wherein sessions will be scheduled at the request of a victim or victims.

PROGRAM ADMINISTRATION

Operations and administration on a day-to-day basis will be supervised by a staff attorney of Contractor. Ultimate responsibility for policies, personnel and fiscal accountability lies with Kansas Legal Services, Inc.

1. Funding

It is mutually agreed by and between the City and the Contractor that the total funds available for payment to the Contractor under this program will be \$35,000.00 (reduced by the cost of any voicemail account provided for the Contractor directly from funds in the Law Department budget), which will be used as set forth in the sections entitled Budget and Method of Payment. In addition, however, Data Center charges for one Public Safety and one Outlook access, and any charges required for the City PC made available to the Contractor will be provided for by direct payment to Data Center from funds in the Law Department budget.

2. The City shall pay the Contractor as hereinafter set out, the maximum of \$35,000.00 (reduced by the cost of the above-referenced voicemail account), for the program described in this contract. Said funds shall be used as follows:

Salaries and benefits

Of Paralegal and Office Supplies

\$35,000.00 (reduced by the cost of the above-referenced voicemail account, which is budgeted at \$90)

3. Method of Payment

The Contractor agrees payments under this contract shall be in accordance with established budgeting, purchasing and accounting procedures of the City of Wichita.

- a) The City agrees to reimburse the Contractor monthly upon submittal of a cost control statement with supportive documentation as stipulated below.
- b) The City and Contractor mutually understand and agree that the categories

of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments can be made administratively unless it involves a significant change in categories of expenditures or a budget change over \$10,000 which have to be approved as a contract amendment by the City Council.

- c) Reimbursement of salaries shall be on the basis of time sheets signed by the employee and the employer. A salary schedule showing the employees and salaries to be reimbursed shall be submitted in writing at the beginning of the contract period and at such times as adjustments are made. A copy of the paycheck shall be provided as shall written acknowledgment by the employee of receipt of the check with the date of receipt.
- d) Employee benefits are to be reimbursed as follows:
 - 1) Social Security/Medicare shall be reimbursed at the applicable rate of the employer's share; documentation need not be submitted with each monthly reimbursement but shall be available for review by the City, and shall be submitted upon request.
 - 2) Benefits for health insurance will be paid on the basis of an insurance company billing and a copy of the canceled check paying the invoice.
 - 3) Benefits for retirement will be paid as a percentage of salary. The percentage to be paid will be set at the start of the contract period and shall be paid on the basis of a copy of the canceled check to the retirement fund and a copy of the statement or billing. The percentage to be reimbursed may be modified upon written notice.
- e) The Contractor will ensure all costs are eligible according to the approved budget. The original documentation supporting all reimbursed expenditures will be retained by the Contractor for three (3) years after the final payment of expenditures made under this contract.

OTHER PROGRAM REQUIREMENTS

- 1. The Contractor understands and agrees that the services under this contract will be provided without any religious purpose and will in no way promote any religious interest. No religious instruction, religious counseling, or religious proselytizing will be permitted in connection with the services under this contract.
- 2. Contractor shall procure and maintain a liability insurance policy which will protect

the Contractor from errors, omissions and negligent acts of the Contractor, its agents, officers and employees in the performance of the services rendered under this contract. Such policy of insurance shall be in an amount of not less than \$500,000.00 per occurrence and shall name the City as an additional insured. Satisfactory certificates of insurance on all insurance shall be filed with the City by Contractor.

3. Contractor agrees to hold the City harmless from any and all claims, suits, actions or judgments, brought or entered against the City arising out of Contractor's performance under the terms and conditions of this agreement, including attorney's fees; provided, however, nothing herein shall impose on Contractor any obligation to hold the City harmless from City's own negligence.
4. Contractor agrees to comply with any applicable drug-free workplace requirements found at 24 CFR 24 Subpart F and to execute the certification attached hereto as Exhibit C.
5. All employees and volunteers of Contractor who work in the Victim Advocate Program shall be required to sign the Confidentiality Statement attached hereto as Exhibit D and failure to abide by the terms of the statement shall be reason to exclude them from further participation in Victim Advocate activities.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Contractor certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of the prohibition.
- (b) Establishing a drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(f) The site for the performance of work done in connection with this contract is:

455 N. Main, Wichita, Kansas 67202

Executed this _____ day of _____, 2004.

By: _____
(signature)

(typed or printed name)

(title)

CONFIDENTIALITY STATEMENT

I, _____, understand that I will have access to confidential information in police officers' reports as part of my duties as a victim advocate.

As a condition of my appointment as a victim advocate, I agree not to disseminate any particulars of any case to anyone outside Kansas Legal Services, unless (1) such person has also signed a Confidentiality Statement or (2) I am ordered to do so by a court of competent jurisdiction. This includes but is not limited to, name, address, and phone number of the victim, defendant, or witnesses. All information used and gathered as part of this program shall be used exclusively for this program, excluding statistical information.

I further understand that this need for confidentiality does not end at the completion of my appointment as a victim advocate. Therefore, once my appointment has finished, I will still maintain confidentiality on all cases within my knowledge.

Dated this _____ day of _____, 2007.

Victim Advocate

**City of Wichita
City Council Meeting
December 18, 2007**

TO: Mayor and City Council

SUBJECT: Extension Agreement for Employment Tax Audit of City

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Approve the extension agreement, and authorize the Mayor to sign.

Background: The Internal Revenue Service (“IRS”) is involved in an examination of the City’s federal employment and payroll tax matters for the calendar quarters in fiscal year 2004. In connection with the audit, the auditor has requested an extension of approximately twelve months in the normal period for assessment.

Analysis: Taxpayers are not required to agree to any extension of the period for assessment. The IRS, however, regularly asks taxpayers to enter into these agreements to allow time for complete exchanges of information and processing of any taxpayer appeals, and it is not uncommon for taxpayers to grant extensions for a twelve-month period. The extension will keep open the period for both refund claims (a small one of which is involved in the examination) and additional assessments. If the extension were not granted, the IRS would proceed to issue an assessment on or before April 15, 2008, based on the best information then available to it, and the City would not have the ability to seek review in the IRS Appeals Office, but would have to pay the net amounts assessed and file a refund claim (with eventual recourse to the U.S. District Court) on any disputed issues. The extension requested by IRS would move the period for refund/assessments out to April 15, 2009.

Financial Considerations: The extension will keep the period for both refunds and additional assessments open for an additional twelve months after the date normally allowed by statute, and will preserve the City’s ability to follow the normal administrative appeals route for any disputed adjustments.

Goal Impact: Internal Perspective.

Legal Considerations: The City Attorney’s Office has reviewed and approved the form of the extension agreement (IRS Form SS-10), which provides for an extended period that should be reasonably sufficient for completion of the audit and processing of any administrative appeals.

Recommendations/Actions: It is recommended the City Council approve the attached extension agreement and authorize the Mayor to sign.

Attachment: Form SS-10 (extension agreement)

**City of Wichita
City Council Meeting
December 18, 2007**

TO: Mayor and City Council

SUBJECT: Contract with Via-Christi for Medical Expenses for Prisoners – Police Department

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the contract agreement.

Background: The 2006 Legislature passed K.S.A. 22-4612, which provides any law enforcement agency, is responsible for any uninsured cost of medical treatment required by the person in custody. The cost of any treatment is limited to either the actual cost, or the Medicaid reimbursement rate. In addition, law enforcement agencies are allowed to negotiate lower contract rates with medical providers. Since this statute took effect through July 2007, the Wichita Police Department has incurred costs of approximately \$120,000.

Analysis: To mitigate the cost of this unfunded state mandate, the Police Department has negotiated with medical providers to reduce the exposure to these costs. The City of Wichita agrees to pay Via-Christi for health care services rendered in the treatment of individuals who are in custody, under arrest, of the Wichita Police Department and presented to the hospital for treatment, if such persons are not covered by a health insurance plan. Via-Christi has agreed to bill the City of Wichita on a monthly basis and at a reduced rate for all services performed pursuant to this Agreement.

Financial Considerations: This expense has not been included in General Fund budget.

Goal Impact: Providing policing services is a key component of the Safe and Secure Goal.

Legal Considerations: Contract is written to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the contract agreement.

HEALTH CARE SERVICES AGREEMENT

This Health Care Services Agreement made and entered into this ____ day of November, 2007,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS, hereinafter sometimes referred to as

"CITY"

AND

VIA CHRISTI REGIONAL MEDICAL CENTER, INC., hereinafter sometimes referred to as

"HOSPITAL"

WITNESSETH:

WHEREAS, from time to time, CITY, through CITY law enforcement, delivers persons in its custody to HOSPITAL for medical treatment;

WHEREAS, K.S.A. 22-4612 provides that CITY law enforcement is liable to pay HOSPITAL for the health care services rendered to persons in custody of CITY law enforcement in the actual amount billed by HOSPITAL or the Kansas Medicaid rate, whichever is less; and

WHEREAS, the parties agree to continue their longstanding commitment to assisting citizens in our community in need of medical treatment on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, CITY and HOSPITAL agree as follows:

1. Purpose. CITY hereby agrees to pay HOSPITAL for health care services rendered in the treatment of individuals who are in custody of CITY law enforcement and presented to HOSPITAL for treatment, if such persons are not covered by a health insurance plan. For purposes of this Agreement, "in custody" means under arrest, apprehended in commission of a crime, in protective custody, or when there is a significant restraint on the person's freedom of movement imposed by a CITY law enforcement officer. "In custody" shall not include persons who are in the custody of a CITY law enforcement officer pursuant to the Kansas Code for Care of Children (K.S.A. 38-2201 *et seq.*), the Care and Treatment Act for Mentally Ill Persons (K.S.A. 59-2945 *et seq.*), or the Care and Treatment Act for Persons With an Alcohol or Substance Abuse Problem (K.S.A. 59-29b45 *et seq.*).

2. Billing Approval/Procedure. All admissions to the HOSPITAL pursuant to this Agreement are subject to review by CITY. In the event of a dispute, the CITY designee shall confer with the HOSPITAL Director of Patient Financial Services ("Director") in an attempt to resolve the matter informally. If the CITY denies responsibility for any bill submitted, HOSPITAL reserves the right to legally pursue its charges for such services.

3. Compensation for Services. HOSPITAL agrees to bill CITY on a monthly basis for all services performed pursuant to this Agreement. CITY and HOSPITAL agree to the following rate schedule for all health care services rendered by HOSPITAL for the treatment of individuals described in Paragraph 1, above:

Twenty-five percent (25%) of HOSPITAL charges.

HOSPITAL will submit billings for services rendered to Deputy Chief Terri Moses, Wichita Police Department Support Services Division, City Hall, 455 N. Main, Wichita, KS 67202. The Director shall submit appropriate billings to the CITY's Purchasing Department for processing of payment on a monthly basis. Payment will be made by CITY within forty-five (45) days of said billing. CITY, through the Director, will within thirty (30) days) notify HOSPITAL of any challenges to the billings. In the event of a dispute with any billing which the parties cannot resolve after good faith attempts, the parties may resort to their remedies at law.

4. Non-exclusive Contract. CITY and HOSPITAL agree that this is a non-exclusive Agreement; that CITY may engage other or additional hospitals or health care providers to perform the same work that HOSPITAL performs hereunder and that the HOSPITAL will perform services for others during the term of this Agreement.

5. Independent Contractors. CITY and HOSPITAL agree that HOSPITAL and independent health care providers who practice medicine in HOSPITAL shall have sole control and professional judgment over the manner and means of delivering health care services under the terms of this Agreement. HOSPITAL will be responsible for and supervise the professional services rendered under this Agreement.

6. No Assignment Without Consent. CITY and HOSPITAL agree that neither this Agreement nor any rights or obligations under this Agreement shall be assigned or transferred by either CITY or HOSPITAL without the prior written consent of the other.

7. Term. The term of this contract shall be from July 1, 2007 to June 30, 2008, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by agreement of the parties. This contract is subject to termination for convenience by either party at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other. HOSPITAL shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of such termination.

8. Governing Law. CITY and HOSPITAL agree that this Agreement shall be governed by the laws of the State of Kansas.

9. Non-Discrimination. HOSPITAL shall comply with all applicable requirements of the City of Wichita's Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit A, which is incorporated herein by reference.

10. Entire Agreement. This Agreement contains the entire agreement between CITY and HOSPITAL. Any agreement not contained herein shall not be binding on either party, nor has any force or effect.

11. Confidentiality and Protected Health Information (HIPAA). The parties acknowledge and agree that this Agreement will remain confidential and, except to the extent required by applicable law or regulations, no party shall disclose the terms of the Agreement to any third party other than their respective employees, agents, or consultants, without the prior written consent of the other parties.

In order to establish the permitted uses and disclosures of protected health information under federal HIPAA law by CITY as a business associate of HOSPITAL (a covered entity), it is agreed that CITY:

- Will abide by the requirements of all HIPAA standards for Privacy of Protected Health Information and appropriately safeguard protected health information it receives from Hospital to fulfill its contractual obligations from improper disclosure or use.
- Will not use or disclose the protected health information other than as permitted or required by contract or law.
- Will not sell protected health information received under this contract or agreement to any other entity.
- Will report to HOSPITAL any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware within (5) days.
- Will ensure that any agents or subcontractors it engages to implement this Agreement agree to the restrictions and conditions contained in this paragraph.
- Will make protected health information available to the individual to whom it relates upon written request and identify verification within thirty (30) days.

12. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

13. Savings Clause. If any provision of this agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, CITY and HOSPITAL have executed this Agreement the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Carl Brewer,
Mayor

Gary Rebenstorf
City Attorney

VIA CHRISTI REGIONAL MEDICAL
CENTER, INC.

By _____
Larry Schumacher
President and CEO

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the CITY, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the CITY, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said CITY for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the CITY in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the CITY or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said CITY are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

C O N T R A C T

THIS AGREEMENT made and entered into this 18th day of December, 2007, by and between the **CITY OF WICHITA**, a municipal corporation, hereinafter known as "**CITY**", and **FORD AUDIO-VIDEO SYSTEMS, INC.** (Performance Vendor Code Number – 730947837-001) whose principal office is at 4800 West I-40 Service Road, Oklahoma City, Oklahoma, 73128, telephone number (405) 946-9966, hereinafter known as the "**CONTRACTOR**".

WITNESSETH, That for and in consideration of covenants hereinafter set out the **CONTRACTOR** contracts, promises and agrees to and with the **CITY** that **Ford Audio-Video Systems, Inc.** will furnish all the material and labor necessary to perform the mechanical, electrical, plumbing, and add alternates and/or options as required by the specifications and work orders for the City of Wichita, for **Design/Install Council Chambers Audio/Visual/Broadcast Systems**, Request for Qualifications – FP700031 for the Public Works Department, Building Services Division in the City of Wichita, Sedgwick County, Kansas. The proposal package, plans, specifications and addenda provided by the City of Wichita as part of the proposal letting process for Request for Qualifications – FP700031 dated June 1, 2007, and the contractor's proposal (Exhibit B), as approved, shall be considered a part of this contract and are incorporated by reference herein, as approved by the City Council on December 18, 2007, which plans, specifications, addenda and proposals are on file in the office of the City Purchasing Manager of said **CITY**, and are hereby incorporated and made a part of this contract to the same extent as if fully set out herein.

CONTRACTOR further agrees that the work under this contract shall be completed lien free and to the full satisfaction of the City Purchasing Manager of the City of Wichita on or before **March 1, 2008**, for substantial completion. Said work shall be done under the direct supervision of said Purchasing Manager, or such other person as the City Council may direct, and that said Purchasing Manager's decision as to the material used in said improvement and the method in which the work is to be done shall be final and conclusive upon the parties hereto. Working days shall be as defined in the Standard Specifications of the City of Wichita.

CONTRACTOR further agrees that at all times during the prosecution of said improvement **Ford Audio-Video Systems, Inc.** will maintain the proper safeguards, barricades and lights on the work and every portion thereof to insure the highest degree

of safety to the public, and that **Ford Audio-Video Systems, Inc.** will hold the City of Wichita harmless in all suits for damages brought against either of the parties to this contract on account of the negligent acts, omissions or default of said **CONTRACTOR**, their agents or servants in the prosecution of the work on said improvement.

CONTRACTOR further agrees to maintain said improvement for a period of one (1) year from date of the completion and acceptance of same by the City of Wichita; this maintenance to be done and performed by said **CONTRACTOR** without any expense to the **CITY** whatsoever. **CONTRACTOR** is to furnish to the **CITY** any manufacturer's warranty on materials as applicable.

Indemnification and Insurance.

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—
operations, xcu (explosion, collapse and underground) hazards when
applicable, Product/Completed operations, Broad Form Property Damage,
and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
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CITY shall pay CONTRACTOR the following amount for the contract work:

Labor, material and equipment to furnish and install Audio/Visual/Broadcast System at City Hall, 455 North Main, Wichita, Kansas, as per proposal (Exhibit B).

TOTAL MAXIMUM CONTRACT AMOUNT: \$416,507.53

The **CONTRACTOR** shall be entitled to payment of 90 percent of its progress estimates every thirty (30) days during the prosecution of said improvement; 10 percent of the total amount being at all times retained until final completion, at which time **CONTRACTOR** shall be entitled to final payment.

CONTRACTOR will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the **CONTRACTOR** (e.g., acts of God, war, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the **CONTRACTOR** to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance, the **CONTRACTOR** must re-negotiate delivery schedules.

The **CONTRACTOR**, in performing the work required under this contract, agrees to comply with the provisions of the "Revised Non-Discrimination and Equal Employment Opportunity Statement For Contracts or Agreement" of the City of Wichita, which is incorporated herein by reference and attached as "Exhibit A".

For good cause, and as consideration for executing this contract, the **CONTRACTOR**, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita pursuant to this contract.

Independent Contractor. The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

Compliance with Laws. **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this contract.

No Assignment. The services to be provided by the **CONTRACTOR** under this contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

No Arbitration. The **CONTRACTOR** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF the City of Wichita has caused these presents to be signed by its Purchasing Manager and attested by its clerk with the seal of the City of Wichita impressed hereon, and the **CONTRACTOR** has caused these presents to be duly executed the day and year first herein written.

ATTEST:


Janis Edwards
Deputy City Clerk

THE CITY OF WICHITA



Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:

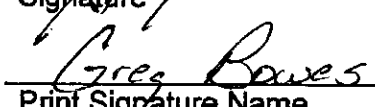


Gary E. Rebenstorf
Director of Law

FORD AUDIO-VIDEO SYSTEMS, INC.



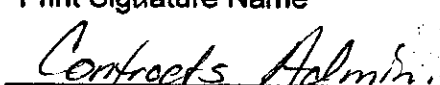
Signature



Print Signature Name

CITY OF WICHITA, KANSAS

Carl G. Brewer, Mayor



Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination – Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination – Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall

be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

- 1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.**
- 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.**



December 4, 2007

Ed Martin
City of Wichita, City Hall
455 North Main Street
Wichita, KS 67202

Dear Mr. Martin:

Ford Audio-Video Systems, Inc. (FAV) respectfully submits for your consideration the attached proposal, which covers the details of the system requirements in the following outline:

- A. Introduction
- B. Description of Work
- C. Installation Schedule
- D. Discussion of Technology
- E. Equipment List
- F. Cost Summary and Terms
- G. Guarantees and Limitations of Warranty
- H. Training and Documentation
- I. Building Construction, Installation, and Responsibilities
- J. Acceptance

The proposed systems are based upon our understanding of your requirements as communicated to us during our meetings and conversations. If there are any changes that need to be made, please let us know. We invite you to compare our systems with any other; in quality, price, and professionalism of installation, we are second to none.

Please let us know if any questions arise. We look forward to serving you.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, INC.

FORD AUDIO-VIDEO SYSTEMS, INC.

Ronald C. Hoeberling
Account Manager

Barbara Harper
Division Manager

Voice: 405-946-9966
Cell: 913-708-1908
Email: hoebr@fordav.com

Proposal

For

City of Wichita, City Hall, Wichita, KS

A. INTRODUCTION

This proposal provides a description of the technology incorporated into the systems, lists the major equipment and components, and states the terms, conditions, and responsibilities. Individual components and quantities may be changed, deleted, added, or designated as optional to be added to the system at a future date.

B. DESCRIPTION OF WORK

Ford Audio-Video Systems, Inc. (FAV) shall install audio, video, control, and lighting systems in the Wichita City Hall building at 455 North Main Street. This is a three (3) room system that shall include upgrading the existing system in the Council Chambers, installing equipment in the new Boardroom, and installing AV cable connections in the Media Room. All of these systems shall connect to the Council Chambers Control Room. Below is a description of the systems in each of the rooms.

1. COUNCIL CHAMBERS

a. Audio System Upgrade

FAV shall replace the existing room speakers with a new speaker cluster at the front of the room and in-ceiling speakers at the rear of the room. The seven (7) existing council member microphones and audio monitors shall be replaced with new equipment. An assisted listening system shall be installed with 6 wireless receivers. A 32-channel digital audio mixer shall be installed in the Control Room to control the audio for all three (3) rooms. On-site vendor training is included in the price of the mixer. This mixer shall provide audio feeds to each room, to the local CATV operator, and the Granicus web casting system. New amplifiers and DSP (Digital Sound Processing) systems shall be installed to support this audio upgrade. An intercom system shall be installed to allow camera operators and others to communicate from any of the three (3) rooms to the control room.

b. Video System Upgrade

FAV shall install new equipment in the Control Room to support the video upgrade. The existing video switcher shall be replaced with a new 32-channel digital video switcher. This switcher shall provide video feeds to the projectors, to the local CATV operator, and to the Granicus web casting system. Eight dual-channel 10.4" monitors shall be installed to provide previewing of 16 video sources. Three 17" video monitors shall be installed as a program monitor, preview monitor, and engineering monitor. A new camera controller shall be installed to control the five (5) existing cameras. New pan/tilt heads and CAT5 interface units shall be installed at each of the existing cameras, replacing the existing heads and interface cables. A new waveform monitor and vector scope shall be installed for video testing. Two wall mounted interface panels shall be installed in the Council Chambers to allow a portable camera to be connected to the Control Room. A video graphics generator system shall be installed in the control room.

c. Lighting System Upgrade

FAV shall replace all of the existing media lighting in the Council Chambers with new fluorescent lighting fixtures. A new 48-channel lighting controller shall be installed in the Control Room to control the media lighting in all three rooms.

d. Control System Upgrade

FAV shall install a new control system processor to replace the existing processor. A new 10" touch panel shall be installed in the Council Chambers to provide some basic room controls (room lights, room volume, and projector on/off.) The existing OFE (owner-furnished equipment) touch panel in the Control Room shall be reprogrammed with these same functions. (All other functions shall be controlled with the audio mixer, video switcher, camera controller, and light controller.)

2. BOARDROOM

a. Audio System

FAV shall install nine (9) wireless gooseneck microphones to be used on the movable tables. A new microphone shall be installed at the podium. These microphones outputs shall be combined with the OFE audio system to provide an audio feed to the local CATV company and the Granicus web casting system.

b. Video System

- 1) FAV shall install four (4) PTZ camera systems that shall be connected to a second camera controller in the control room via CAT5 cable. Three wall mounted interface panels shall be installed in the Boardroom to allow a portable camera to be connected to the Control Room. These camera feeds shall be used for CATV viewing and web casting.
- 2) Two wall-mounted interface panels shall be provided and installed to allow portable camera to be connected to the control room.

3. MEDIA ROOM

- a. Three wall-mounted interface panels shall be installed in the media room to allow a portable camera to be connected to the Control Room.

4. TEMPORARY AV CONFIGURATION AND CONTINGENCY BUDGET

- a. FAV shall provide a temporary audio and video feed from the new Boardroom to the CATV operator while the Council Chambers is being upgraded. This temporary connection shall use the existing OFE AV equipment and move it to an area outside the control room. When the Council Chambers upgrade is completed, FAV shall dismantle the temporary configuration. This configuration process shall take place after the Tuesday Council Chamber meeting and before the next Council meeting takes place in the Boardroom (on a temporary basis) the following Tuesday.

- b. A contingency budget is included to cover any additional equipment that is identified during the installation process. This budget shall be used if the Owner decides to add extra microphones, light fixtures, cameras, etc. and shall be documented with change orders. The contingency budget shall cover these change orders and any unused contingency budget shall be credited to the Owner.

5. SERVICE SUPPORT

- a. FAV shall provide a service technician in Wichita full-time, on or before the completion of this project. This technician shall be available for system service and repair functions with a response time not to exceed 30 minutes for pre-scheduled meetings and within 2 hours for unscheduled meetings. This service shall be covered under warranty for one year after completion of the system. Beginning in the second year, service calls shall be charged on a time and material basis.

Note: Remote Monitoring is not included in this system.

C. INSTALLATION SCHEDULE

1. FAV estimates that the actual on site installation of your project will take four (4) weeks. In addition to the installation, FAV will prepare system drawings, purchase the equipment, assemble the equipment in our shop, program control software as required, and do in-shop testing. This work will take approximately six (6) weeks prior to the beginning of actual installation at your facility. The total time required to complete the project will be approximately eleven (11) weeks. In the event that other construction work is being performed simultaneously in your facility, this work must be completed prior to FAV completing its work. All electrical work and floor and wall finishes must be complete so that FAV's equipment can be installed and terminated. The completion of FAV's work depends upon the facility being secure, dust-free, air-conditioned, and quiet. FAV will require one (1) week to complete its work after any other construction work is completed.
2. Please note that FAV must receive the signed contract and down payment prior to beginning any work on this project including engineering, purchasing of equipment, and the scheduling of the installation. For FAV to meet the above completion schedule it is important that the Customer ensure that the job site is available for FAV personnel and that there are no interruptions in the availability of the job site and the ability of FAV to do the work. FAV schedules its work force weeks in advance in order to meet the installation completion dates of all of its customers. As a consequence, it is vital that the Customer notify FAV's Project Manager in the event that the Customer changes the schedule or the Customer's other contractors fall behind in completing their portion of the work.

D. DISCUSSION OF TECHNOLOGY

The following information is a general discussion of equipment and technologies normally used in systems similar to the one being presented in this proposal. This information is provided to the Customer as an educational overview of typical systems. Some of the equipment and technologies discussed may not be included in this proposal.

1. SPEAKER SYSTEMS

- a. Distributed Speaker System

A distributive speaker system consists of a number of speakers installed in the ceiling over the seating areas. Each speaker is pointed down and has a conical coverage pattern that is between 60 and 90 degrees wide. This type of system is typically used in auditoriums or meeting rooms where the ceiling is low or where the distance that sound must be projected from the platform to the rear is long. Depending upon the length of the room, the speakers may be divided into separate zones with each zone being placed on a signal delay and timed so that the sound travels through the room properly. In that case, each zone will be powered by a separate amplifier.

2. MIXING CONSOLE

- a. The mixing console provides the control center for the sound system and should be selected to serve future expansion, as well as present requirements. Mixer selection can be critical, in that virtually every audio source heard passes through it. Choosing the wrong mixer can seriously limit the capability, sound quality and operation of the entire audio system.
- b. The mixers must be able to control the largest number of microphones and/or playback decks that may be used at one time. Mixer inputs should be low impedance to match the microphones. Each control channel on the mixer should:
 - 1) Provide mic or line input level preamp gain adjustment
 - 2) Provide sound level adjustment using a linear fader control
 - 3) Provide, at the minimum, bass and treble tonal adjustment of the sound
 - 4) Provide separate auxiliary sends for choir and floor monitor systems
 - 5) Provide separate control of sound volume for recording, radio, and television as required
 - 6) Provide signal "soloing" and signal distortion detection indicators
 - 7) Adequate metering and headphone outputs for visual and audio monitoring

3. PATCH BAYS

- a. Patch bays are recommended at the mixing console to accommodate the large number of mic lines and effect units specified for this system. Patch bays are necessary when there are more audio sources to the console than inputs on the console. As a standard, the top row of the patch bay will be connected to either the mic lines or effect units and the bottom row of the patch bay will be connected to the inputs of the console. The patch bays can be wired in a "normalized" condition so that the system can be operated in a pre-defined, basic configuration without the need for patch cables.

4. POWER AMPLIFIERS

- a. The power amplifier system is designed to provide each full range speaker, horn driver and bass speaker with its required amount of audio power. The directional coverage

properties, the efficiency, and the power handling capability of each speaker are considered when choosing the proper power amplifier.

- 1) **SAFETY OF DESIGN:** Using multiple amplifiers to power the speakers provides a margin of safety by its redundant design.
 - 2) **BALANCE:** Using multiple amplifiers allows for better control and balancing of the sound volume from each speaker system and between each horn and bass speaker. Each area of the auditorium may be adjusted separately so that the sound volume throughout is as uniform as acoustically possible.
5. **DIGITAL SIGNAL PROCESSING (DSP):** DSP based audio signal processing provides a simple and flexible alternative to current analog based systems. DSP systems convert the audio signal into a digital format that can be manipulated and stored similar to computer data. The audio signal is processed in the digital domain using "algorithms" that mimic standard audio devices such as equalizers, crossovers, signal delays and mixers. The processed digital audio is converted back to analog audio and routed to the power amplifiers and speakers.
- a. DSP based system provides the following benefits:
 - 1) **FLEXIBILITY:** The functionality of the DSP unit is software controlled. A PC is used to program the unit to perform specific design requirements of the sound system. The DSP unit may be configured to operate as multiple crossovers, equalizers, signal delays, and/or mixers. The operational parameters of each crossover, equalizer, etc. may be different and changed within the software at anytime. For example a crossover may be programmed to operate at 6, 12, 18, or 24 dB per octave. An equalizer may be programmed to be a graphic or a parametric equalizer. In the same manner, all parameters may be changed with the software at any time. This flexibility allows adjustments to be made to the design components throughout the design and during the final testing and balancing.
 - 2) **SECURITY:** Typically, DSP electronics have no exterior controls. Once the unit has been programmed, it cannot be changed without the use of the software. After the final settings have been made, the unit is secure from accidental changes that might degrade or affect the operation of the system.
 - 3) **PRE-SETS:** Due to being computer and software based, the setting of a DSP unit may be stored in memory for later recall. Most DSP units have multiple Presets which may be utilized for different portions of a program. In the event a setting is lost or changed by accident, the original setting may be recalled and activated.
 - 4) **SIMPLICITY:** Due to the fact that all of the processing is internal to the DSP unit, the wiring of the system is minimized which reduces the number of wires and connector terminations.
 - b. The DSP unit may be programmed to provide the following functions:
 - 1) **ELECTRONIC CROSSOVER:** An electronic crossover divides the sound into high, mid, and low frequencies prior to amplification of the sound by the power

amplifiers. This method of crossover is called bi-amping or tri-amping and affords the following advantages:

- a) Individual control of sound levels for each band of frequencies to be amplified.
- b) Reduced inter-modulation distortion in the power amplifiers and speakers.
- c) Improved efficiency of the power transferred from the amplifiers to the speakers. This method provides only the power necessary for each speaker type and the band of frequencies to be amplified.

2) **BROAD BAND EQUALIZATION:**

- a) Every large room, when filled with sound, will exhibit peaks and dips in the sound due to the acoustics of the room such based upon its size, shape, volume, wall coverings, carpet, curtains, and construction. These peaks and dips may deteriorate the quality of sound being projected to the listeners.
- b) A broad band equalizer is used to reduce the peaks and increase the dips in order to "tune" the sound system to the particular room acoustics. The result is higher quality sound and an improvement of the feedback threshold.

3) **NARROW BAND EQUALIZATION:**

- a) As the gain (volume) of a sound system is increased, a point is reached at which feedback occurs. This point (feedback threshold) is the limiting factor and determines the maximum sound system gain.
- b) There are many potential feedback frequencies in every auditorium. However, if the most predominant feedback frequencies are reduced in level, the gain of the sound system can be raised several decibels.
- c) A narrow band equalizer is used to reduce the level of the major feedback frequencies. The result is improved sound quality and increased volume before feedback.

4) **CLUSTER CROSSOVER COMPENSATION:**

- a) Large speaker clusters employing many high-frequency horns demonstrate a loss of directional control at the horn cut-off frequency. The resulting sound in the mid-frequency band is too loud and the directional projection pattern becomes uncontrolled.
- b) Separate crossovers with different crossover frequencies may be used to reduce this build up of mid-frequency sound. As the length of throw for each set of horns is shorter, the crossover frequency for that set of horns will be raised.

5) LENGTH OF THROW EQUALIZATION:

- a) In auditoriums where the projection of sound over long distances is required, the distance from the speaker system to the listeners varies depending on where each listener is seated. The listeners at the front of the auditorium are a short distance from the speakers and the listeners at the rear of the auditorium are a long distance from the speakers. This difference in distance causes the quality of sound to change due to the absorption of the high frequencies by the humidity in air.
- b) A broad band or shelving equalizer is used for each set of high-frequency horns that cover increasing distances into the auditorium seating area. The equalizer will be set to compensate for loss of high frequencies by air absorption at that length of throw.

- 6) **SIGNAL DELAY SYSTEM:** The architecture of an auditorium may require the use of multiple speaker clusters, delayed speaker clusters and delayed speakers under and over balconies. Programming a DSP unit to act as a Digital Signal Delay allows sound to arrive at all the seating areas simultaneously, correcting for audible timing delays between the main speaker system and other speaker systems providing sound for under balcony, over balcony and over flow areas. If necessary the speakers in these areas are placed into zones, powered by separate amplifiers, and signal delayed appropriately according to the distance between the main speaker system and each zone.

- 7) **MIXING AND DISTRIBUTION:** Audio signals may be mixed together and then distributed to various outputs.

- 8) **LIMITING, COMPRESSION AND GATING:** Audio signals may need to be limited, compressed, or gated to control the dynamic range of the program material. Compression improves the quality of the audio. Limiting is normally used to protect peaks from damaging equipment and speakers. Gating is used to turn automatically turn sound signals on and off based upon their volume.

- c. Caution should be used when relying on a single DSP based processing unit due to the fact that all audio processing is preformed by one device. In the event the DSP unit fails, the audio system will not operate.
- d. FAV recommends that an Uninterruptible Power Supply (UPS) or surge suppressor be used to condition the AC power on DSP units and all system components that are computer or microprocessor based. The use of an UPS or surge suppressor minimizes failures and outages due to AV power loss, noise in the AC power source, and voltage spikes.

6. WIRELESS SYSTEMS

Modern audio/video systems have communicated using Radio Frequency transmissions for more than thirty years, first beginning with wireless microphones and listening devices for the hearing impaired. Today wireless systems are used extensively in audio, video, and lighting (A/V/L) systems.

- a. **APPLICATION OF WIRELESS SYSTEMS:** Wireless systems are used for transmitting audio/video program signals and for transmitting digital data that is used to control the functions and operation of A/V/L systems.
- 1) The primary use is for the transmission of the actual audio and video program signals such as wireless microphones, in-ear audio monitoring systems, or video to a video projector. Most of these systems convert the analog audio and video into a digital format that is transmitted and manipulated much like computer data.
 - 2) The secondary use is for controlling the functions and operation of A/V/L systems. Although wireless control has been used for many years using "RF" transmitters and receivers, the wide adoption of computer systems using the 802.11b (a & g) or "Wi-Fi" industry standard has allowed the A/V/L industry to rapidly expand the control of complex systems. Based on computer industry standards for the transmission of wireless data, the wireless control of A/V/L systems is common and routinely installed. As a side note, most A/V/L systems designed today use the full functionality of PC's, laptops, tablet PC's, handhelds, local area networks (LAN), wide area networks (WAN), data switches, data routers, and the internet. Most control system manufactures are moving toward Ethernet-based communication.
- b. **BENEFIT:** A Wireless system has only one benefit and that is it allows the user to connect to an A/V/L system without having the user's movement restricted by connection to a wire. Wireless connectivity allows "mobility".
- c. **LIMITATIONS:** Other than providing the benefit of mobility, wireless systems are inferior to wired systems in terms of quality, reliability, range of connectivity, and security. Any person that has used a cell phone is aware of the potential for distortion and lost signals. Any person that has used a wireless laptop computer has experienced the loss of connection and in some cases the loss of data. Current wireless systems use much of the same technology as computer systems and are subject to similar failures. Below are specific limitations of wireless systems A/V.
- 1) **QUALITY:** The transmission of audio and video signals by wireless is accomplished by limiting the frequency bandwidth and dynamic range (signal to noise ratio) of the original signals. The conversion process to digital, the transmission process, and the conversion back to analog introduces distortion. Most wireless systems compress the original signal, transmit the signal, and then expand the signal. This process introduces non-linearity which is a form of distortion.
 - 2) **RELIABILITY:** A wireless system is inherently unreliable due to the nature of electromagnetic Radio Frequency transmission. Each of the following elements contributes to unexpected and unreliable performance.
 - a) The expansion of wireless transmission use has lead to "spectrum congestion", which results in frequency bands being overused and transmissions being interfered with by other transmissions in the same frequency band. There is no guarantee that your wireless signal will not be interfered with at any time.

- b) Other types of dissimilar wireless transmissions may interfere with A/V program and control signals. In addition to FM broadcasts, the expansion of High Definition Television (HDTV) channels and cell phone usage may interfere with A/V wireless systems. FM broadcasts produce harmonics that fall squarely in channels of wireless mics. The use of cell phones in close proximity to an A/V wireless system typically causes electronic noise in the audio signal.
- c) The range of transmission is limited to a maximum of approximately 100 feet. Although wireless systems will on occasion appear to work at longer distances, their performance will be intermittent and unusable for A/V systems where a high-quality and consistent signal is required. The limited range is due to the limited transmission power which is mandated by the FCC. The structure of a building (steel studs and floors) will limit the transmission range. FAV recommends that wireless systems be used where the transmitter and receiver are in close proximity to each other and have a direct line of sight between the two units.
- d) While using a wireless system, physical movement by the user changes the transmission path between the transmitter and the receiver. This constant change of the transmission path causes interruptions of the signal. The wireless system may work in one position and then fail to work when the user moves. Wireless systems with diversity antennas minimize this problem, but do not always provide an uninterrupted, noise-free signal.
- e) It is common today to use multiple wireless microphones and wireless in-ear monitors for musicians and performers. Multiple wireless systems when operated together will interfere with each other. Frequencies bands for systems with multiple transmitters must be selected carefully so that combinations of frequency bands do not interfere with one another.

7. LIGHTING SYSTEM

a. INSTRUMENTS

All lighting fixtures will be Par or Ellipsoidal instruments. These fixtures were chosen based on their proven performance and cost-effectiveness.

b. DIMMER BANK

The dimmer bank is designed to receive its main power, load circuits, and control cable through conduit knockouts on the dimmer rack. It is designed for three-phase, four-wire, 120/208 volt AC operation. It is recommended that a safety disconnect be installed on the main power feed by the electrical contractor. The dimmer bank creates considerable heat. It should be installed in a room with a maximum room temperature of 75 degrees F to prevent heat problems. The dimmer bank itself should not be installed near audio equipment or wiring, so as not to induce interference into the sound system.

E. EQUIPMENT LIST

COUNCIL CHAMBERS

Quantity	Description
8.00	JBL.CONTROL26CT SPEA,6.5"2-WAY CEILING,W/XFRMR
2.00	BIAM.AUDIAFLEXC DSP,DIGITAL AUDIO W/COBRANET
7.00	MEYE.MUB-MM4 U-BRACKET,FORMM4
2.00	WHIR.SPC82 CABLE,SPLITTER
7.00	AUDI.ES915/C MIC,MINICOND,DBL,GOOSENECK,EXT
5.00	AUDI.ES915/H MIC,HYPERCARDIOD,MIC
1.00	NETG.FS105NA NETGEAR,5-PORT10/100SWITCH
1.00	NETG.FS108 AV,8,PORT,ETHERNET,SWITCH
1.00	FAV.MISC10 CUSTOM ECHOLAB VID SW
8.00	MARS.VR102DPVGA MONI,10.4" LCD,RACK MOUNTED
1.00	CRES.TPS-4000 TOUCH PANEL,ISYS,10.4",TILT
1.00	FAV.MISC50 MISC CABLE, HARDWARE
3.00	BITT.B48DCFNPBT PATCHBAY,2RU,2X24 MONO,NORMAL
1.00	FAV.MISC30 CUSTOM WALL PANELS
1.00	VIDE.TSM61 MONI,WAVEFORM
1.00	VIDE.VSM61 VECTORSCOPE,TEST EQUIPMENT
3.00	JVC.LM-170U MONI,17" COLOR LCD,1280X1024
12.00	BIAM.IP-2 CARD,2 CHAN INPUT,AUDIAFLEX
12.00	BIAM.OP2E CARD,2CHAN MIC/LINE OUTPUT,INS
1.00	EXTR.60-477-02 CONVERTER,VSC,700D,SCAN
1.00	FAV.MISC40 EQUIPMENT RACKS
1.00	CLEA.MS-702 HEAD,2CH SPEA MAIN STATION,UL
4.00	CLEA.HS6 HANDSET,TELEPHONE STYLE
6.00	CLEA.RS601 INTE,SINGLE,CH,BELT,PK,INTERCM
1.00	CLEA.RS602 ACCE,BELTPK,STNDD 2CH,DUAL LIS
4.00	CLEA.CC95 HEADSET,SINGLE MUFF
1.00	CLEA.CC26 HEADSET,SINGLE LIGHTWEIGHT
3.00	JBL.AM4215/95 SPEAKER,15",2WAY,90X50,BLACK
1.00	YAMA.LS9-32 MIXE,DIGITAL,32 CHANNEL,LS9
2.00	CROW.CDI2000 AMP,70/140V,475-2000W,DSP
1.00	LIST.LS-03-216 PERFORMANCE,SYS,PKG,SYS,TO,INC
6.00	LIST.LR-400-216 DISPLAY RECEIVER (216NHZ)
2.00	VADD.9995300000 CAMERA CONTROLLER SUPER JS
1.00	FAV.MISC21 VIDEO SWITCH ACCESSORIES
1.00	CRES.PRO2 AV,CONTROL,SYS,PROF,DUAL,BUS
5.00	VADD.9996520000 PAN/TILT PRO,24VDC POWER INCL
5.00	VADD.9996500000 ADD A CAM PRO BASE SYSTEM
1.00	ETC.EXPS24/48 CONTROL CONSOLE,96 CHANNELS
1.00	CHYR.5A01514 EXTENDER,110V STATION
1.00	CHYR.WEBMICX 2-DAY OPERATOR TRAINING
1.00	CHYR.7A00197 KEYBOARD,W/ENGLISH LANGUAGE
1.00	CHYR.7A00295 GENERATOR,MICROX 2006 CHAR
1.00	CHYR.5A0129560L SOFT,LYRIC VERSION 6
7.00	MEYE.MM4XP SPEA,SELF-PWRD MINIATURE
1.00	MEYE.MPS-488 POWER SUPPLY,EXTERNAL

2.00 FOCU.ASYF086302 RECO,FS-2E DTE
1.00 VADD.5340000001 LENS,SONY,WIDE ANGLE CAMERA

COUNCIL CHAMBERS - LIGHTING

Sub Total 254,805.85

Quantity	Description
2.00	BRIG.INT-1-WH
20.00	BRIG.S1.4D-H SERIESONE,4X55WATT DIMM FIXTUR
20.00	BRIG.INT-1 INTENSIFIER FOR 1.2/1.4 FIXTUR
15.00	BRIG.INT1CSMF INTENSIFIER CNTRL SCR,MEDFIELD
7.00	BRIG.INT1CSBF INTENSIFIER CNTRL SCR,N,BROAD
88.00	BRIG.00955W32KS LAMP,STUDIOLINE,55W,3200K
2.00	BRIG.S1.4D-WH-H SERIESONE,4X55WATT DIMMFIXT.WH
14.00	BRIG.016-112 1-2' ADJUST,HANGER,LIGHTWEIGH

BOARDROOM

Sub Total 49,112.00

Quantity	Description
9.00	ELEC.PCSAT18 MIC,WIRELESS,GOOSENECK
9.00	TELE.FMR-1000 RECEIVER,UHF,950 CHANNELS
2.00	WHIR.SP1X2 SPLITTER,MIC 1 IN,2 OUT
2.00	WHIR.SPC82 CABLE,SPLITTER
1.00	AUD.IES915/H MIC,HYPERCARDIOD,MIC
1.00	BIAM.AUDIAFLEXC DSP,DIGITAL AUDIO W/COBRANET
9.00	BIAM.IP-2 CARD,2 CHAN INPUT,AUDIAFLEX
3.00	BIAM.OP2E CARD,2CHAN MIC/LINE OUTPUT,INS
4.00	VADD.9996204000 CAME,WALLVIEW 300 PTZ,3CCD
9.00	COUN.E60P5TTS MIC,ISO,6,TAN,TELEX
9.00	TELE.WT-1000 TRANSMITTER,WIRELESS BODYPACK

MEDIA ROOM

Sub Total 48,793.68

Quantity	Description
1.00	FAV.MISC55 WALL PLATES, CABLE, HARDWARE

TEMPORARY AV CONFIGURATION

Sub Total 1,071.43

Quantity	Description
1.00	FAV.MISC22 MISC CABLE, HDWR-TEMP SETUP
1.00	FAV.MISC23 CONTINGENCY FUND (\$10,000)
1.00	TEMPORARY CONFIGURATION LABOR (\$1,296)

Sub Total 12,724.57

G. GUARANTEES AND LIMITATIONS OF WARRANTIES

I. FAV GUARANTEES THE FOLLOWING:

- a. Equipment will be new, unless noted otherwise.
- b. All workmanship provided by FAV will be free of deficiencies and defects, and will be repaired, free of charge, for a period one year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.
- c. All equipment and materials provided by FAV that were manufactured by other companies will be warranted under the standard warranty terms of the original manufacturer.
- d. The warranty does not include, nor cover expendable materials used with the system installation (e.g. light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).
- e. FAV is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "drop outs", distortion and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions such as radio and television broadcasts, cell phones, and computer wireless networks is probable and should be expected.
- f. FAV is not responsible for the performance, testing, or configuration of owner furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network.
- g. Any adjustments made by the Customer or the Customer's agent(s), other than routine operational adjustments, shall not be covered under this warranty statement. Re-calibration of settings shall be considered by FAV to be billable time to the Customer at FAV's standard engineering rates.
- h. Procedures such as routine preventative maintenance functions (e.g. keeping filters clean, magnetic heads, keeping system environment free from foreign materials, etc.) is the responsibility of the Customer or Customer's agent(s) and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.
- i. If warranty work is necessary within the warranty period, FAV will, at its option, repair the defective equipment or return it to FAV's service center for repair.
- j. If any questions arise now or in the future about the installation or operation of the system, an FAV engineer will be available to assist and answer any questions by phone.
- k. Repairs, modifications, or other work performed by personnel not authorized by FAV during the period of warranty on any equipment of the system may invalidate the warranty.

- I. FAV will not be responsible for damages, or cost of repairs due to modifications, adjustments, or additions to the system performed by personnel not authorized by FAV prior to acceptance of the system by the Customer.
- m. FAV may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to FAV.

2. OWNER FURNISHED EQUIPMENT/MATERIAL (OFE)

- a. FAV's intent is to provide a complete system, which includes providing all the equipment. In some cases, the Customer may own equipment that they desire to be included with the FAV installation. FAV reserves the right to accept or reject equipment provided by the Customer and to charge a service fee due to the problems encountered with using equipment that is of unknown origin, service history, software revision, etc. FAV will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.
- b. Materials or equipment provided by the Customer/Owner (OFE), if any, to be included within the work, shall be done with no warranty or guarantee by FAV. Use of OFE is solely for the convenience and benefit of the Customer.
- c. FAV shall take reasonable care in handling OFE and shall install it according to standard industry practices; however, FAV takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system.
- d. The Customer agrees to reimburse FAV for all work related to the service and/or trouble shooting of OFE with the provision that the Customer authorizes FAV to proceed with malfunction evaluation and repairs.

H. TRAINING AND DOCUMENTATION

1. Standard Training included with this job:
 - a. FAV agrees to conduct a training session at the completion of installation. All system operators or interested persons should attend this training so that all questions can be answered during this period.
 - b. FAV personnel will assist and supervise Customer personnel in a run-through to acquaint them with "hands on" operation of equipment.
 - c. All audio/video wiring will be numbered and labeled. The system diagram will include the wire numbers.
 - d. A binder with system diagrams and equipment manuals will be furnished at no cost.
2. Customized Training

FAV is committed to training our customers. In addition to the standard training included with each job, our customer training program offers multiple, customizable options to fit the needs of any customer. The possible programs include:

- a. The standard program, which comes with all FAV jobs.
 - 1) This includes owner's manuals, labeled as-built drawings, and an on-site training session.
 - 2) The on-site training can be video-taped, at an additional cost.
- b. The advanced training program, which is at an additional cost.
 - 1) This program provides more in-depth training. In addition to the written materials that come standard, FAV shall furnish an operation guide, which includes specific how-to-use instructions and troubleshooting tips.
 - 2) It also includes the standard on-site training, but with a video-tape of the session, with minimal editing.
- c. The customized training program is determined by the customer, salesperson and FAV Training Coordinator to best meet the needs of the customer. The cost is based on the desired program. It can include:
 - 1) The standard written documentation, with a detailed operation guide.
 - 2) PowerPoint presentations, either basic or detailed, providing a simple or in-depth overview of the system and its functionality. The customer shall be given a digital copy to keep.
 - 3) The customer may choose to capture the on-site training portion on video tape. A standard camcorder on a tripod, with or without an operator, is available. FAV also offers a 3-camera video production system, with video switching and multiple operators.
 - 4) Additional materials include HTML format documents or additional paper copies or CDs/DVDs/VHS. The additional copies would come at an additional price.
- d. Please contact FAV to receive a customized price quote on a customized training option.

3. Training Seminars

It is important to FAV that you receive the maximum value and use of your installed systems for many years. These systems are technical in nature and, as a result, formalized training is fundamental to ensuring that your staff is capable of fully using the systems.

We know the importance that training can make; therefore, each year, FAV provides a series of Customer Training Seminars. These seminars are held monthly in various cities to encourage customers to enhance their knowledge and use of audio, video and lighting system equipment. The training sessions will permit your users to meet directly with FAV engineers and training personnel to provide theory and hands-on training. Seminars are held on the following topics: a)

Sound Mixing, b) Mic'ing Techniques, c) Video Projection, d) Video Production, and e) Lighting Systems.

By choosing FAV to provide and install your system, your organization will receive from one to ten seminar voucher(s) based upon the purchase price of the system. Each voucher entitles one person to attend one seminar.

Please visit www.fordav.com for the latest calendar and seminar news. If you have any questions, or wish to register for a seminar, please call (405) 946-9966, or email seminars@fordav.com.

I. BUILDING CONSTRUCTION, SYSTEM INSTALLATION, AND RESPONSIBILITIES

1. EXISTING CONDITIONS

a. ACOUSTICS AND NOISE

In facilities where FAV is providing a sound or audio system, the Customer is responsible for providing an environment free of ambient noise and excessive reverberation and echoes.

- 1) Typically, ambient noise is created by HVAC systems (Heating, Ventilation, and Air Conditioning), plumbing or other mechanical systems in the building. In general, FAV recommends that the ambient noise sound pressure level not exceed NC35 (Noise Criteria) or 35 dB A scale.
- 2) Long reverberation times and echoes are normally the result of hard wall, floor, and ceiling surfaces found in some rooms. Typically, FAV recommends that the reverb time does not exceed 1.5 seconds where the primary use is the communication of speech. The production of other types of music may require longer reverberation times. In the event that echoes exist, absorptive or diffusive wall and ceiling panels may be required to eliminate or minimize the detrimental effects of the echoes.
- 3) FAV is not responsible for any costs related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.

2. THE CUSTOMER SHALL BE RESPONSIBLE FOR:

- a. The Customer shall have a representative (one person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and FAV is accurate and responsive in the event of questions or problems that may arise during installation.
- b. The Customer shall clear the facility, auditorium, or other rooms involved in the installation of all activities, meetings, services, tours, demonstrations, rehearsals, weddings, etc. during the periods of installation. FAV will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required.

- c. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust free and air conditioned environment that is secure and quiet. The customer is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by FAV to the job site.

d. **Electrical AC Power:**

In the event that AC electrical power is required to be installed or conduit systems are required to support the audio/video systems, it is the responsibility of the Customer, at their expense, to provide these systems as indicated below:

General Requirements:

Providing and installing all AC electrical wiring, conduits, junction boxes, floor boxes, outlet boxes, raceways, and supporting materials for a complete, operational AC electrical system that meets the National Electrical Code and all applicable state and local building codes. The work is to be performed by a licensed electrical contractor.

- 1) In addition to the AC conduits, separate conduit systems shall be provided for the following when applicable to the systems being provided by FAV:
 - a) Microphone lines
 - b) Line level lines
 - c) Speaker lines
 - d) 70 volt speaker lines
 - e) Intercom lines
 - f) Control system lines
 - g) Video lines
 - h) RF lines
 - i) Data lines
 - j) Lighting system control lines.
- 2) Each conduit system shall be separated from AC conduits by a minimum of 12 inches.
- 3) All empty conduits shall be furnished with length marked type pull cords by Greenlee or Klein. In the event that pull strings are not provided in the conduit, additional labor charges for the pulling of wire will be assessed.

- 4) All wall mounted outlet boxes shall be deep electrical boxes unless otherwise specified.
- 5) 120 volt AC outlets for control consoles and control rooms: For each console area or control room where sound, video, and/or lighting equipment is located, at least four outlets are required on two independent 20 amp circuits. Each circuit shall have its own circuit breaker. Mount outlet boxes under control consoles on wall.
- 6) All floor outlet boxes shall be mounted flush with carpet rings.
- 7) 120 volt AC outlets for equipment racks: At least four outlets are required on four independent 20 amp circuits per rack. Each circuit shall have its own circuit breaker.

e. Lighting System Requirements:

The Customer's electrical contractor shall install a complete lighting system including dimmer racks, lighting fixtures, control panels, distribution equipment, and control and AC wiring including the following:

- 1) Provide and install the main A.C. service power feed and safety disconnect to the dimmer cabinet.
- 2) Mounting the dimmer cabinet.
- 3) Installation of outputs circuits between the dimmers and the lighting fixtures.
- 4) Mounting of lighting fixtures.
- 5) Installation and provision of control cables between dimmers, console, and remote control stations.
- 6) FAV and the lighting manufacturer must inspect and approve all electrical work prior to energizing the system. This is necessary to validate the warranty of the equipment. It will take approximately three weeks to schedule the manufacturer's representative to turn-on the system after the Customer or the electrical contractor has notified FAV the system has been installed and is ready.
- 7) Lighting systems require 120/208 Volt 5 wire AC service. If the existing AC service is not 120/208 volt, the Customer or electrical contractor shall notify FAV so that the Dimmer Rack may be changed to the appropriate voltage. This should be done at the beginning of the project.
- 8) All wiring between the output of the dimmers and the lighting instruments should be three wire with a separate conductor for hot, neutral, and ground. Shared or degraded neutrals are not acceptable and will void the warranty.

f. Audio/Video System Requirements:

- 1) Providing and preparing adequate space for speakers, speaker clusters, subwoofer cabinets, distributed under and over balcony speaker systems, stage monitor systems, equipment racks, control and mixing consoles, video monitors, video projectors, projection screens, and lighting equipment.
- 2) In the event floors are sloped or not level, the Customer is responsible for making the floor level under control consoles and equipment racks.
- 3) Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by sound/audio/video/lighting equipment racks. Sound, audio, video and lighting equipment produces heat which must be dissipated by ventilation or air conditioning. Prolonged operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to premature failure of components.
- 4) FAV is not licensed for and does not perform any AC electrical, carpentry, painting, masonry, or carpet laying work.

3. FOR SYSTEMS PROVIDED BY FAV, FAV SHALL BE RESPONSIBLE FOR:

- a. Providing line drawings for systems described in Section B.
- b. Fabrication and installation of audio/video systems described in Section B.
- c. Recommending required conduits, to be installed by the electrical contractor, for the audio/video/control systems.
- d. Installation of low voltage audio/video wiring for systems described in Section B.
- e. Electronic testing of audio systems described in Section B.
- f. Tuning of audio processors described in Section B.
- g. Testing and alignment of video systems described in Section B.
- h. Training.
- i. Warranty service.
- j. Providing as-built drawings for systems described in Section B.

J. ACCEPTANCE

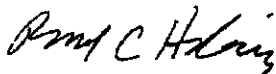
1. Customer personnel will be notified by FAV upon completion of the installation.
2. Demonstration of system performance will be during the training session.
3. Participants at the performance demonstration shall include personnel representing FAV and personnel representing City of Wichita, City Hall who are authorized to accept the system as complete and make final payment.

This proposal shall not be deemed as accepted by Ford Audio-Video until the executed contract is returned to Ford Audio-Video's credit department for final review and acceptance.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please contact me at 405-946-9966.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, INC.



Ronald C. Hoeberling
Account Manager

Cell: 913-708-1908
Email: hoebr@fordav.com
Website: www.fordav.com

GRANICUS, INC.

SERVICES AGREEMENT

THIS AGREEMENT, dated as of _____, 2007 is between GRANICUS, INC., a California Corporation and the City of Wichita (the "Client").

A. Granicus, Inc. has developed a streaming media solution and Media Management Software that specializes in Internet Broadcasting.

B. The Client desires to (i) purchase the Granicus Solution which will facilitate streaming and distribution of live and archived video and audio content, (ii) engage Granicus, Inc. to integrate its Media Management Software onto the Client's existing website, and (iii) contract with Granicus, Inc. to administer the Streaming Solution through a Managed Services solution.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOLUTION; INSTALLATION.

1.1 Installation of Granicus Solution.

(a) Granicus, Inc. shall have the following obligations in connection with the installation of the Granicus Solution:

(i) install, set-up and test the Granicus Solution, including, if necessary, installing the computers, and loading any necessary software;

(ii) conduct one initial "train the trainer" training session, using a combination of written procedures (in English) and hands-on training, on the use of the Granicus Solution; and

(b) The Client shall have the following obligations in connection with the installation of the Granicus Solution:

(i) provide physical space at the site locations that is appropriate and sufficient for the Granicus Solution, including a controlled access area for the computers and associated hardware, equipment and accessories; and

(ii) Compensate all costs related to the installation and deployment of the Granicus solution as described in the Proposal attached and herein incorporated as Exhibit B.

(iii) Compensate all Managed Services payments as described in Section 5.2.

1.2 Site Preparation.

(a) The Client shall provide such materials as may reasonably be necessary to post warnings and other disclaimers at appropriate intervals around the various site locations within the Client venue where live audio and video streaming will take place.

(b) The Client shall be responsible for maintaining such warnings and disclaimers and for ensuring that patrons are fully informed regarding the locations and times when such audio and video streaming will occur.

1.3 Maintenance of Equipment.

(a) For three (3) years after the date of this Agreement, Granicus, Inc. shall repair or replace any Equipment, provided directly from Granicus, Inc. that fails to function properly due to normal wear and tear, provided that any such failure is not covered by insurance maintained by the Client. Granicus, Inc. shall not be responsible, however, for any such failure that is due to other causes, such as power surge, fire, flood or other casualty, accident, vandalism, misuse or abuse, alteration of the Equipment or failure of the Client to maintain a proper environment or otherwise properly care for the Equipment.

(b) Granicus, Inc. has the technology in place to continually monitor all equipment and should any malfunction appear Granicus, Inc. shall immediately notify the Client. Granicus, Inc. shall respond to requests to repair or replace any non-functioning Equipment, provided directly from Granicus, within twenty-four (24) hours from the time that notice is received, and the Client shall grant Granicus, Inc. or its Representatives access to the Equipment for this purpose at reasonable times. Granicus, Inc. will keep the Client informed regarding the time frame and progress of the repairs or replacements.

(c) Granicus, Inc. offers continuous customer support and is dedicated to ensuring that the Client is completely satisfied with Granicus products and services. Granicus staff is available to the Client twenty-four (24) hours a day, three-hundred and sixty-five (365) days a year, via the customer support lines. All support numbers are listed on the bottom of this Agreement.

2. USE OF MEDIA MANAGEMENT SOFTWARE.

2.1 Use. Granicus, Inc. agrees to provide Client with a Revocable, non-transferable and non-exclusive account to access the Media Management Software; and grants Client a Revocable, non-sublicensable, non-transferable and non-exclusive right to use the Media Management Software. The Media Management Software is proprietary to Granicus, Inc., and protected by intellectual property laws and international intellectual property treaties. Client's access to, and use of the Media Management Software is licensed and not sold. Client will be responsible for any applicable costs and taxes associated with Client's use of the Services, or use of the Services through Client's account.

3. CONTENT PROVIDED TO GRANICUS, INC.

3.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location.

4. OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS & SECURITY.

4.1 Content Ownership. The Client shall own all right, title and interest in and to all Content on a worldwide basis, including, without limitation, all Intellectual Property Rights relating thereto, (i) with respect to Content captured by cameras or microphones at the venue, at the time such Content is so captured and prior to the time it is transmitted to the computer at the venue and (ii) with respect to all other Content, at the time such Content is transmitted or otherwise provided to Granicus, Inc. pursuant to this Agreement. To the extent that any such Content is protectable by copyright, such Content shall be deemed to be "works made for hire" under the copyright laws of the United States. If for any reason the Content in question does not qualify as "works made for hire," the Client shall have a perpetual and royalty-free license to use the Content to the same extent it could use a "work made for hire."

4.2 Trademark Ownership and License.

(a) The Client shall retain all right, title and interest in and to its Trademarks, including any goodwill associated therewith, subject to the limited license granted to Granicus, Inc. pursuant to Section 4.2 hereof.

(b) Granicus, Inc. shall retain all right, title and interest in and to the Granicus, Inc. Trademarks, including any goodwill associated therewith, subject to the limited license granted to the Client pursuant to Section 4.2 hereof.

(c) Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 6.1 hereof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party, which approval shall not be unreasonably withheld.

(d) Neither party shall use the other party's Trademarks in a manner that disparages the other party or its products or services, or portrays the other party or its products or services in a false, competitively adverse or poor light. Each party shall comply with the other party's requests as to the use of the other party's Trademarks and shall avoid any action that diminishes the value of such Trademarks.

4.3 Security of Data. Granicus, Inc. will take commercially reasonable efforts to protect and control access to Client Content. However, Granicus, Inc. makes no guarantee and assumes no liability for the security of any of Client Content or other data provided to Granicus, Inc., including any of Client Content or data placed on any servers including "secure servers." Client will be responsible for the creation and protection of username and password. In no event shall Granicus, Inc. be liable for any direct, indirect or other damages arising out of any breach of security or otherwise.

5. MANAGED SERVICES FEES

5.1 Terms of Agreement

(a) Granicus, Inc. agrees to provide the Client the hosting, storage, and bandwidth necessary for the Client to broadcast its content to the Internet for at least three (3) years in accordance with the Granicus Managed Services defined in the Proposal.

(b) The Client agrees to purchase hosting, storage, and bandwidth necessary for the Client to broadcast its content to the Internet for at least one (1) year in accordance with the Granicus Managed Services defined in the Proposal.

5.2 Payment of Maintenance Fees

(a) Upon execution of this Agreement, the Client agrees to pay Granicus, Inc. the first month's Managed Service Fees.

(b) Thereafter, the Client agrees to pay the monthly fees to Granicus, Inc. by the first day of the month one (1) month in advance of services.

5.3 Cancellation of Managed Service Plan

(a) In the event of a cancellation of Managed Services by Client within twelve (12) months of the "Live" date, the Client will be responsible for paying the amount due for the remainder of the first year.

(b) Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Media Management Software license as described in Section 2.1.

6. INDEMNIFICATION AND INSURANCE.

6.1 Indemnification. Granicus, Inc. shall save and hold the Client harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of Granicus, Inc. its officers, agents, servants, or employees, occurring in the performance of its services under this Agreement, or arising from any defect in the materials or workmanship of any product provided in the performance of this Agreement. Granicus, Inc. represents and warrants that it is the owner of the Licensed Software and all intellectual property rights therein under copyright, patent, trademark, trade secret and other applicable laws. Granicus, Inc. further represents and warrants that the Licensed Software and this Agreement do not infringe or otherwise violate any copyright, patent, license or trade secret of any third party, and that, as of the date of this Agreement, Granicus, Inc. has not received notice of any claim by any third party that the Licensed Software infringes the intellectual property rights of any third party. Granicus, Inc. will defend any action brought against the Client to the extent it is based upon any claim that the Licensed Software furnished under this Agreement infringes a patent or copyright or misappropriates a trade secret. Granicus, Inc. will pay resulting costs, damages and legal fees finally awarded against the Client in any such action which are attributable to such claim. Should the Licensed Software become, or be likely to become, in Granicus, Inc.'s opinion, the subject of a third party claim of infringement of a copyright or patent, Granicus, Inc. may procure for the Client the right to continue using the Licensed Software or may replace or modify the Licensed Software to make it a non-infringing product functionally equivalent to the Licensed Software.

6.2 Insurance. Granicus, Inc. will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

(a) Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable,

Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate

(b) Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident

(c) Workers' Compensation/Employers Liability for minimum limits of:
Employers Liability \$100,000 each accident

The Insurance Certificate must contain the following:

- (d) Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.
- (e) Cancellation -- should any of the above policies be canceled before the expiration date thereof the issuing company will mail ten (10) days written notice to certificate holder.

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Disclosure. Except to the extent necessary as contemplated by this Agreement, each party agrees not to disclose any Confidential Information to any person and agrees to use its best efforts to prevent inadvertent disclosure of any Confidential Information to any person. Without limiting the generality of the preceding sentence, each party agrees to treat the Confidential Information of the other party with at least the degree of care that such party treats similar information of its own. Each party may disclose such Confidential Information to a court or other governmental authority to the extent that such disclosure is required by governmental order or by law; provided that the receiving party shall notify the disclosing party in writing of such required disclosure as soon as reasonably possible of such disclosure, specifying in detail the reasons why such disclosure is required.

7.2 Use. Each party agrees not to use any Confidential Information for any purpose whatsoever except to the extent necessary as contemplated by this Agreement. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with such purpose and then only if such Representative is either subject to a written confidentiality agreement that would cover the confidential treatment of the Confidential Information or otherwise subject to fiduciary obligations of confidentiality that would cover the confidential treatment of the Confidential Information.

6.3 Termination of Confidentiality Obligations. The obligations of this Section 6 shall terminate with respect to any particular portion of the Confidential Information when receiving party can prove by appropriate documentation that such Confidential Information (a) was previously known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (b) was already in the public domain at the time of the disclosure thereof, or (c) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof.

8. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

8.1 Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES REGARDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.2 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, REGARDLESS OF WHETHER THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. TERM AND TERMINATION.

9.1 Term. The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for one (1) year after the date hereof. This Agreement shall automatically renew for additional three (3) terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that it does not wish to renew this Agreement.

9.2 Termination. This Agreement may be terminated, in whole or in part, pursuant to the following terms and conditions:

(a) by mutual written consent of the parties hereto;

(b) by either party if there has been a material default or breach on the part of the other party in any of its representations, warranties, covenants or obligations contained in this Agreement and such default or breach is not cured within ninety (90) days following written notice from the non-breaching party;

9.3 Obligations Upon Termination. Upon any termination of this Agreement, the

following shall apply:

(a) The parties shall remain responsible for any payments that have become due and owing as of the effective date of termination.

(b) The provisions of Articles 6 and 7 hereof (together with all other provisions that reasonably may be interpreted as surviving termination of this Agreement) shall survive termination of this Agreement and continue in full force and effect.

(c) Except as provided in Article 8 hereof, no party shall have any liability upon any termination of this Agreement.

10. MISCELLANEOUS.

10.1 Assignment; Successors and Assigns. Neither this Agreement nor any rights or obligations herein may be assigned by either party, by operation of law or otherwise, without the written consent of the other party; provided, however, that, without the consent of the Client, Granicus, Inc. may assign this Agreement in connection with a merger, consolidation, assignment, sale or other disposition of substantially all of the assets or business relating to the portion of the Granicus, Inc.' operations that is the subject of this Agreement. This Agreement shall be binding on and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and permitted assigns.

10.2 Non-Discrimination. Granicus, Inc. shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit C.

10.3 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. No failure or delay by either party in exercising any right or remedy under this Agreement shall waive any provision of this Agreement nor shall any single or partial exercise by either party of any right or remedy under this Agreement preclude either of them from otherwise or further exercising these rights or remedies or any other rights or remedies granted by any law or any other document.

10.4 Governing Law. The laws of the State of Kansas shall govern the validity, construction, and performance of this Agreement, without regard to the conflict of laws provisions of any jurisdictions.

10.5 Construction. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is to any extent invalid under applicable law in any jurisdiction, that provision shall still be effective to the extent it remains valid. The remainder of this Agreement also shall continue to be valid, and the entire Agreement shall continue to be valid in other jurisdictions.

10.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

10.7 Entire Agreement. This Agreement supersedes all previous and contemporaneous oral negotiations, commitments, writing, and understandings among the parties hereto concerning the matters in this Agreement.

10.8 Notices. All notices and other communications required or permitted under this Agreement must be in writing and must be hand delivered or sent by registered first-class mail, postage prepaid or by overnight courier service. Such notices or other communications shall be effective upon receipt if hand delivered, and ten (10) business days after mailing (or, for overnight courier, the number indicated in the mailing instructions) if sent, in the case of the Client, to the address set forth below and, in the case of Granicus, Inc., to its principal executive offices to the attention of the Chief Executive Officer, or at such other address for a party as may be specified by like notice.

10.9 Specific Performance; Remedies Cumulative. The parties acknowledge that a breach of this Agreement shall result in irreparable and continuing damage and cannot be adequately compensated for by money damages and agree that specific performance is an appropriate remedy for any breach or threatened breach hereof. Accordingly, in addition to any other remedies available to a party at law, in equity or by statute, the parties (a) consent to the issuance of any injunctive relief or the enforcement of other equitable remedies against it (without bond or other security) to compel performance of any of the terms of this Agreement, and (b) waive any defenses thereto, including without limitation, the defenses of failure of consideration, breach of any other provision of this Agreement, and availability of relief in damages. All remedies, whether under this Agreement, provided by law, or otherwise, shall be cumulative and not alternative.

10.10 Mediation and Arbitration. If any dispute, controversy or claim arises under this Agreement, the parties shall negotiate in good faith to settle the matter. If the parties are unable to resolve the matter within a reasonable time, the parties shall submit the matter to mediation by a trained mediator approved by both parties, the cost of which shall be shared equally by the parties.

11. DEFINITIONS.

In addition to the capitalized terms otherwise defined herein, the following additional capitalized terms shall have the meanings set forth below, unless the context clearly otherwise requires:

11.1 "Confidential Information" shall mean all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, programs, software, inventions, processes, know-how, chip designs, mask works, designs, drawings and any other documentation), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, in all types of disks, diskettes, computer memory or storage or other media, or by drawings or inspection of physical items, and whether or not modified or merged into other materials); provided, however, that the term "Confidential Information" shall not include the Content that is intended to be published on the Website.

11.2 "Content" shall mean any and all, documents, graphics, video, audio, images, sounds and other content that is streamed or otherwise transmitted or provided by, or on behalf of, the Client to Granicus, Inc.

11.3 "Granicus Solution" shall mean the product specified in Client's proposal henceforth identified as Proposal hereto.

11.4 "Equipment" shall mean the hardware components of the Granicus Solution.

11.5 "The Proposal" shall mean the document which specifies the Products or Services the Client chooses to utilize from Granicus, Inc.

11.6 "Media Management Software" shall mean all software included with the Granicus Solution including but not limited to the web application used to administer streaming media.

11.7 "Intellectual Property Rights" shall mean all right, title and interest in and to any and all intellectual property rights throughout the world, including, without limitation, any and all patents, patent applications, copyrights, copyright applications, moral rights, trademarks, trade secret rights, rights to know-how, inventions and algorithms, and any and all similar or equivalent rights throughout the world.

11.8 "Losses" shall mean demands, claims, complaints, actions or causes of action, suits, proceedings, investigations, arbitrations, assessments, fines, penalties, judgments, losses, damages (including diminution in value), liabilities, obligations, and any costs and expenses, including without limitation interest, penalties, investigative costs and reasonable attorneys' fees.

11.9 "Representatives" shall mean the officers, directors, employees, agents, attorneys, accountants, financial advisors and other representatives of a party.

11.10 "Trademarks" shall mean, with respect to each party to this Agreement, all trademarks, trade names and logos of such party listed on Exhibit a attached hereto and any other trademarks, trade names and logos that such party may specify in writing to the other party from time to time.

11.11 "Client Website" shall mean, collectively, the web site of any Granicus, Inc. client that is hosted by Granicus, Inc.

11.12 "Managed Services" shall mean monthly fees paid to Granicus, Inc. by Client for bandwidth usage associated with live and archived Internet streaming, data storage, and Granicus Solution maintenance and monitoring.

10.14 "Live" shall mean the time at which "Managed Services" are activated and monthly billing begins.

10.15 "Revocable" shall mean that Client's right to use or access the media management software shall be annulled because Client has either discontinued their use of a Granicus Managed Services program, failed to pay any Granicus fees for more than 30 days, or breached the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Approved:

By: Melinda Walker
Melinda Walker, Purchasing Manager

Approved as to form:

By: Gary Rebenstorf, City Attorney
Gary Rebenstorf, City Attorney

Attest:

By: _____
Karen Sublett, City Clerk

GRANICUS, INC.

By: _____

Thomas A. Spengler

Its: Chief Executive Officer

Address:

568 Howard St., Suite 300

San Francisco, CA 94105

CITY OF WICHITA

By: _____

Name: _____

Its: _____

Address:

455 North Main

Wichita, KS 67202

Date: _____

Granicus, Inc. Support Information

Address:

Granicus, Inc.
568 Howard Street, Suite 300
San Francisco, CA 94105

Phone:

Direct (8:00am to 6:00pm Pacific time): 415-357-3618
Toll Free (8:00am to 6:00pm Pacific time): 877-889-5495
On-call Technical Support (available 24 hours, 7 days a week): 415-637-0520
Fax: 415-618-0201

Web:

Site: www.granicus.com
Email: support@granicus.com

EXHIBIT A: TRADEMARK INFORMATION

Granicus Registered Trademarks ®



Granicus logo as a mark

Granicus Trademark Names ™

OutCast™

MediaManager™

MediaVault™

StreamReplicator™

MobileEncoder™

MinutesMaker™

Client Trademarks

EXHIBIT B: THE PROPOSAL



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11/6/2007

To: The City of Wichita
James Morris
Chief Information Officer
Via email

Jim,

Granicus looks forward to developing a successful long-term relationship with The City of Wichita. By selecting Granicus as your streaming media solution provider, you will greatly improve external and internal access to your public meetings. These meetings will be available live over the Internet, and as searchable archives that can be used for efficient long-term record keeping. Streaming with Granicus improves public access beyond what can be provided through cable broadcast. The availability of searchable archives allows a section of any meeting to be retrieved at anytime using a simple keyword search. In addition, documents like staff reports, agenda's, and minutes can be synchronized and linked to your audio and video archive all of which will be available through the City's web site.

While public meeting broadcasts are a compelling and popular use of your Granicus solution, your system can be used by all City departments to present video content internally or externally over the web. Other cities use the Granicus solution to deliver public education content, public service announcements, and video on demand training.

The Granicus solution delivers the functionality desired by The City of Wichita, and does it in a way that minimizes the overall cost. Our proposed solution integrates with your current infrastructure and audio video equipment instead of replacing or duplicating it. Additionally, the storage and distribution of your streaming content is offloaded to the Granicus Media Center eliminating your need to invest in additional dedicated bandwidth and servers, which are necessary to support streaming. By automating processes that would normally be done manually the Granicus MediaManager™ software also minimizes the impact streaming has on staff time, and eliminates the need for the IT staff to be on hand during meetings. Agenda items can be indexed in real time, and archives are automatically published to the City's web site minimizing the involvement of your Webmaster. Because meeting archives are readily available on the Internet, the need for the clerk's office to retrieve and prepare meeting records will also diminish over time.

At Granicus, we recognize that a great product is only part of what keeps our clients satisfied. For that reason, Granicus provides 24/7 technical support and onsite user training. We also take full responsibility for maintaining and monitoring the technology that powers your solution, so that you can avoid the cost of developing a team of streaming experts. When you need us we will be there to help.

If you have any questions about our services or this proposal please do not hesitate to contact me.

Most Sincerely,

Michael Osuna
South Central Regional Director
Granicus, Inc.



Proposed Solution Pricing

Your Granicus solution was designed based on The City's specific streaming needs. Our pricing reflects our commitment to supply our customers with the highest value and utmost quality. Your solution consists of the components detailed below.

Granicus MediaManager

MediaManager Software

Enterprise	\$13,500.00
MinutesMaker	\$11,250.00

Subtotal \$24,750.00

Granicus OutCast Encoder

Hardware (Provided by Client)	\$0.00
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(1) - Minimum 3.0GHz Pentium 4 with HT technology
32-bit required. 64 bit extensions will not work
Minimum 1GB RAM maximum of 2GB RAM
and minimum 36GB disk (RAID 1 recommended)
Windows Server 2003

(1) - Osprey 230 Encoder Card (Provided by Client)	\$0.00
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Configuration

Hardware (Provided by Client)	\$0.00
Software	\$750.00

Subtotal \$750.00

Granicus MediaVault

Hardware (Provided by Client)	\$0.00
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(1) - Minimum 3.0GHz P4, 64bit OK
Minimum 1GB RAM and 146GB internal disks (RAID 5 recommended)
External interface for mass storage
(SCSI or Fiber Channel RAID preferred, SAS or SATA acceptable)
Windows 2003 Server (Standard Edition or Enterprise for multicasting)
RAID Configuration (if applicable)

Configuration

Hardware (Provided by Client)	\$0.00
Software	\$900.00

Software

MediaVault Software	\$9,000.00
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Subtotal \$9,900.00

Granicus Voting System

Voting System Server (Provided by Client - this can be the Encoder)	\$0.00
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(1) - Minimum 3.0GHz P4, 64bit OK
Minimum 1GB RAM and 146GB internal disks (RAID 5 recommended)



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External interface for mass storage (SCSI or Fiber Channel RAID preferred, NAS or SAN acceptable) Windows 2003 Server (Standard Edition or Enterprise for multicasting)	
Display Server (Provided by Client)	50.00
(1) - Minimum P4 Processor, 20GB HD 512 MB RAM Windows XP Professional LAN Connection Video Connection (Usually VGA) (may also use scan converter to display the vote results over your cable broadcast)	
Display Server Software	\$1,500.00
Member Stations and Voting System Software	
(7) - Non Flush Voting Panels Terminal Block(s) Digital Control Module Serial Gateway VoteLynx Ethernet Module All wiring and cabling	\$23,500.00
Configuration	
Hardware	\$2,700.00
Software	\$1,950.00
Voting System Work Flow Analysis and Configuration	\$7,800.00
	Subtotal \$37,450.00

Granicus Mobile Encoder

Laptop (Provided by Client)	
(1) - 1.4 GHz Pentium Processor 512MB RAM 40GB Hard Drive CD Burner	50.00
Hardware Components	\$1,100.00
(1) - Omni Dynamic Microphones (1) - Microphone stands (1) - Twenty foot Microphone Cables (1) - Travel Bag (1) - Four Channel Audio Mixer	
Configuration	
Hardware (Provided by City)	50.00
Software	\$225.00
Software	
Mobile Encoder Software (1 License)	\$3,000.00



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		Subtotal	\$4,325.00
Professional Services & Other Hardware			
Training			
(7) - Days Onsite		\$12,600.00	
(1) - Day Onsite - Laserfiche Integration Training		\$1,800.00	
Installation			
(1) - Day Remote		\$2,550.00	
Web Site and Laserfiche ¹⁶ Integration		\$12,450.00	
		Subtotal	\$29,400.00
Shipping		\$250.00	
Total		\$106,825.00	

Total Monthly Managed Services \$2,950.00

¹⁶ Typically, our integration partner will have upfront and support costs associated with the agenda management integration. Please contact your representative at Laserfiche for the appropriate proposal.

Payment Terms:

Invoices for up-front software, equipment and services will be sent upon completion of deployment. The payment term for the up-front invoice is net 30.

Invoices for the monthly managed services will be sent upon the completion of on-site training and client validation. The payment terms for the monthly managed services are net 30.



Granicus Managed Services

All managed services plans are billed on a monthly basis, and require the first month be paid during the initial setup of your Granicus solution. All plans include full Managed Services, complete monitoring and maintenance of your on-site hardware and 24/7 technical and user support for your complete solution. Managed Services also includes all software upgrades and bug fixes for all of the City's Granicus software components. The goal of our Managed Services program is to help the City realize the highest level of value and satisfaction from Granicus solution, without incurring additional or unexpected costs. Granicus Managed Services include the following:

Technical and User Support

Granicus offers continuous customer support and is dedicated to ensuring that the City is completely satisfied with Granicus products and services. Granicus staff is available to the City 24hrs a day, 365 days a year, via the contact info below.

Direct (8:00am to 6:00pm Pacific time): 415-357-3618
Toll Free (8:00am to 6:00pm Pacific time): 877-889-5495
Site: www.granicus.com
Email: support@granicus.com

Monitoring

As part of the City's Managed Services Granicus will continually monitor, on a 24/7 basis, all the software and hardware included in your solution. Should any malfunction appear, Granicus will immediately notify the City and proceed to resolve the issue. Granicus is committed to repair or replace any non-functioning hardware, provided directly from Granicus, within 24 hours for up to 3 years.

Software Upgrades

Granicus provides its software as a "Lifetime License", and all software upgrades are included as part of your Managed Services program. This includes both the rights to use the upgraded software and any services required as part of the upgrade process.

Bandwidth and Storage

Through Granicus Managed Services we will provide all of the bandwidth and storage necessary to utilize your solution. The Granicus Managed Services plan includes "Unlimited Bandwidth" for streaming the City's live and on-demand content over the Internet through the Granicus Media Center™.

The Granicus Managed Services base plan also includes 12 months of archiving for all public meetings and 50 hours or 7 Gigabytes of storage for additional content at the Granicus Media Center™.



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Project Implementation Timeline

Granicus is pleased to begin a promising and successful relationship with The City of Wichita. To begin the process, we have outlined a timeline to ensure the efficient and organized implementation of your Granicus solution. Granicus guarantees a 30-day implementation period, which begins the day the service contract and initial fees are received.

Project Task	Date
Client delivers signed proposal and service contract to Granicus	Pre Kick-Off
Full purchase order is issued by the Client	Pre Kick-Off
Project Kick-Off	Week 1
Installation project plan completed by Granicus & Client	Week 1
Hardware built, configured and tested	Week 2
Granicus in conjunction with the Client's Webmaster will complete the website integration	Week 2
All Onsite Installations Completed	Week 3
Training Completed	Week 4
Client completes two-day solution testing and final implementation sign off	Week 4
Go-Live: Client releases remaining project funds to Granicus	Week 4

Unless otherwise stated in a program announcement or solicitation, this signed and accepted proposal must be received by 12/15/2007.

Sign to accept proposal.
Return to representative or:

Granicus, Inc.
568 Howard St.
Suite 300
San Francisco, CA 94105

The City of Wichita

Granicus, Inc.

Client Signature: _____

Signature: _____

Date: _____

Date: _____



Granicus Media Management, Inc. 10000 Old Highway 200, Suite 200, Dallas, TX 75244

Professional Services Description

Configuration:

Configuration of Granicus hardware includes the assembly of all server and encoder components. Base operating systems are installed on Granicus or client supplied hardware. The hardware and software is optimized for streaming media applications. Granicus software is then installed and initial configuration and testing is performed.

Web Site Integration:

Web site integration includes incorporating the public components of the Granicus Media Management™ software into the client's website, matching the look and feel, and integrating the navigation. This service also includes the custom design of a client specific pop-up video player, or skin, and a custom agenda parser to increase indexing quality and efficiency. In addition, our MinutesMaker feature can be customized to provide automatic generation of cross-linked meeting minutes to meet your specific needs.

Onsite Installation & Training:

Onsite installation of hardware at client's location includes configuration of: analog audio and video feeds to the encoder, Internet and LAN connectivity, configuration of firewalls and proxies, all hardware with power and backup power supplies, and final system configuration with the Granicus Media Center. Once the system is up and running Granicus' engineers finish the setup by tuning the audio and video remotely. A training session concludes the onsite visit.

Once the system is installed, our engineers will remotely monitor your equipment to assure that it is continually operating to original specifications.



Granicus MediaManager™ Software

Granicus MediaManager™ consists of proprietary web-based software tools designed to efficiently organize and manage your streaming content. These tools put the control of broadcast activity, user account management, live event management, and usage reporting in your hands.

The software has been broken up into four segments to meet the unique needs for a variety of local government agencies. These three components are: 1) Media Manager™ - Basic, 2) MediaManager™ - Enterprise, and 3) MediaManager™ - MinutesMaker. Each of these components are described in detail below. MediaManager™ - Basic is the foundation technology of every solution and is required before adding the Enterprise or MinutesMaker software modules.

MediaManager™ Basic

Public Site:

Our solution includes several pages for your Internet users to access on-demand media and live broadcasts. Users will use these pre-built pages to search out specific footage, and jump to specific events within your audio/video archive. The Granicus solution also allows for a key word search based on all of the index points associated with the City's complete library of video archives. This functionality substantially increases the convenience of access to and use of meeting archives. Around these core pages you can instantly control user access using a registration and log in system. All public web pages are seamlessly integrated into your current website, so that the look and feel of your site remains consistent. The MediaManager - Basic software license allows for one custom build archiving listing page, and one video skin. By adding MediaManager™ - Enterprise you will the ability to create and customize an unlimited number of public pages by utilizing our templates and views tools. See MediaManager™ - Enterprise for more information.

Protected Administration Site:

As a client of Granicus, you will have access to a web based administrative site that will allow you to create and manage archives, schedule and index live events, link documents and minutes of meeting to the video, view real time usage reporting, and configure content distribution. You will also have access to a series of video editing tools that can be used to enhance your on-demand content once it has been broadcasted or encoded.

- *Media Acquisition tools* give you the ability to add audio and video content to your content library from a variety of sources. Utilizing the Granicus Outcast™ encoder, live events can be simultaneously broadcast and archived to the library easily and directly through the live event manager. During a broadcast you can add times stamped data, such as agenda item indices or slides, allowing you to create rich multimedia presentations. You are also given a simple media import tool that can be used to import any pre-encoded content from your desktop into your archive listing. Finally, the Granicus Outcast™ encoder, which is included with MediaManager™ - Basic, can be used to encode your analog video by replacing the live signal with that of a standard video playback device such as a standard VCR or DVD player. In this scenario, the same capture tools for managing a live broadcast can be used to make your valued offline content available online. Granicus also offers in house from encoding from VHS or DVD as part of our professional services.
- *Automatic Live Event Scheduler and Archive Publishing* - Live events, such as City Supervisors meetings, can be easily scheduled to be both broadcast live and archive through the Granicus Live Event Manager. By utilizing this tool, the City will not require staff time or technical assistance to start, stop or archive their live events. Archives are



automatically transferred from the Granicus OutCast™ encoder to the Granicus MediaCenter™ and automatically published the City's web site. These features substantially decrease the need for staff time to manage content creation and publishing to the City's web site.

- **Media Clip Administration** provides clients the tools to create, edit, delete, index, trim and merge digital video clips. Once the media is in the archive library you can utilize indexing tools that allow you to set multiple "Jump To" points into the video, providing your end user the ability to easily navigate your streaming content. Various other editing and organizational tools allow you to modify your archives and add to the searchable Meta data associated with each archive.
- **Meeting Agenda Parser** allows the City to index its video archives based on agenda item titles, by automatically pulling the agenda item titles and descriptions from the City's agenda and loading them into the Granicus MediaManager™. These agenda item titles are then loaded into the live event manager, which allows you to index your video in real time by simply clicking on an agenda item title and pressing enter when the council or board begins discussing that issue. Other solutions, if they offer indexing, force you to manually retype and load the text for each agenda item. The Agenda Parser feature assures quality indexing and substantially decreases the staff time need to create indices.
- **Searchable Indexes** - Audio and Video archives, which are viewable over the Internet, can be easily indexed with multiple jump points through the Granicus MediaManager™ software. These indexes allow users to jump directly to the specific point in the City's audio/video archive. The Granicus solution also allows for a key word search based on all of the index points associated with the City's complete library of video archives. For example a key word search on "Water" will return to the user a direct link to all of the audio/video archives, which discuss water usage in the City. This functionality substantially increases the convenience of access to meeting archives.
- **Searchable Closed Captioning** - The Granicus solution supports the use of closed captioning, and the association of the captioning with the streaming media. Captions are viewable during live and archived streaming for full ADA compliance. For archived meetings the captions can also be searched by key words allowing the user to jump to the appropriate point in the video archive. In addition captions can also be used to create a transcript for a particular agenda item through the Granicus MediaManager™ Software.
- **Document Management** enables documents to be manually loaded and linked to video archives and directly associated to the appropriate agenda items, resulting in a searchable archive that includes both the audio/video record of your meeting and the staff reports or other documents that were used during the meeting. Cross-linking documents and audio/video archives provide the most comprehensive records archive system available. To improve the efficiency of integrating and linking your meeting documents with your meeting audio / video see the Document management Integration option included with MinutesLinker™.
- **CD Download with Indexing** - Audio/Video Archives can be quickly downloaded and burned to CD by any administrator of the Granicus solution. The CD download also includes the agenda item indexing information so users of the CD can still jump directly to the agenda items they are interested in. This tool conveniently provides offline copies of your meetings for those citizens without Internet access.



- *Media Delivery* subsystems, such as the Granicus StreamReplicator™ and MediaVault™, maximize your existing infrastructure investment by allowing you to deliver content using local storage and bandwidth when appropriate. These systems function transparently as part of the Granicus solution, and complement the robust delivery architecture at the Granicus MediaCenter™. No special training is required to operate these devices as they function autonomously and are controlled by Granicus MediaManager™ software.
- *Summary Reports* provide you with detailed usage reports concerning: streaming requests, average user bandwidth, outbound bandwidth, content popularity, and media storage usage.

MediaManager™ - Enterprise

- *User/Group Administration* provides clients with the tools to set login and registration requirements and create new user accounts. Tools are also provided to manage and utilize the account information for registered users and export valid e-mail addresses into a quick mailing list. Most importantly, the group management tools allow you to categorize your media library, automatically limiting a users access to those clips that you specifically made available to them. By creating group administrators who control certain clips and managing users accounts, you can distribute the responsibility of managing your media library.
- *Access Control* - Access control for content and groups of content allows you to define exactly who can access what content and from where. Access control can be based on IP address, username/password or both.
- *Complete Template Language* - The Granicus MediaManager™ software uses a tag-based template language to display all published content. This allows you to finely control the look and feel of your video and video-related pages, and does not restrict your layout like a header/footer based publishing system would. By utilizing the Granicus MediaManager™ - Enterprise license you can create and edit an unlimited number of publishing templates. These templates can be easily managed through our HTML editor by your webmaster.
- *Views System* - The views system is the counterpart to the template language. The Granicus MediaManager™ software allows you to publish video archives and a list of upcoming live broadcast to the web by creating views. To create a view you simply select the appropriate template and specific content you would like to have published. For example, a City may want to publish all of its City Council archives and the upcoming live broadcast of the City Council meeting on one webpage. To do this simply select the City Council archive folder and City Council event and then select the appropriate template. This will generate an HTML webpage with the appropriate look and feel and content. Link this page into your existing website and your ready to go.

MediaManager™ - MinutesMaker™

- Granicus MinutesMaker™ acts as a substitute to the City Clerk's current live audio recording equipment and minutes annotation tools, making it simple to annotate your meeting minutes live during the meeting. By using the Minutes Maker software you can capture motions, votes, and discussion summaries as they occur leaving you with minimal annotation work the next morning. The MinutesMaker™ software logic is based on Robert's Rules of Order and standard parliamentary procedure. Thus, allowing the system to easily



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record a variety of motion types including, amendments, substitute, and free form motions. In addition, the system easily handles updating of the role call during the meeting, recording the times that voting members join and leave a meeting. Votes are recorded live through a simple interface, which defaults all members to yes or absent based on their current attendance at the meeting. Every item that is annotated through the software is automatically linked to the audio and video record of your meeting as you type, enabling very efficient cleanup of your minutes after the meeting.

If the Clerk does need to review the audio of the meeting the next day in order to update their minutes, you can simply click on the text of your minutes and the MinutesMaker™ software will play back the audio and video from that precise point in the meeting. While you are watching or listening to the meeting record you can simply and quickly edit the text of your minutes. As a result, you will no longer have to spend hours fast forwarding and rewinding through the audio tape of your meeting in order to finish your minutes.

- **Minutes Templates** are utilized to format the look and feel of your minutes document. Using the minutes template tools Granicus will develop an HTML minutes document that looks virtually identical to your current minutes format. However, the new minutes document will include links to the audio / video archive of your meeting as well as links to the appropriate supporting documents like staff reports for that meeting.
- **Mobile Encoder Option** - The Granicus MinutesMaker™ also enables you to utilize the Granicus MobileEncoder™. The MobileEncoder™ will allow you to utilize all of the functionality of MinutesMaker™ to record and index the audio / video of your meeting, and take your meeting annotations at a remote location without Internet access. When you return to your office, you can simply upload the audio file to the Granicus Media Manager. At which point it can be automatically published to the City's web site or edited just like the meetings that take place in the council or board chambers.
- **Document & Agenda Management Integration** - Granicus MinutesMaker™ allows for the integration of the Granicus Streaming media solution with a document management or agenda management solutions in order to create the most complete and accessible archive of your public meetings and legislative history. Granicus and its partners are working together to produce a system that will archive and manage all aspects of your public meeting records. This includes meeting agendas, minutes, documents and audio/video recordings. All of these media types are automatically synchronized and cross-linked allowing for intuitive web based search and retrieval of information. In addition, the document and agenda management integration will allow the two systems to automatically share information and streamlining your agenda and minutes workflow.
- **Voting System Integration** - Granicus MinutesMaker™ is required for integration with the Granicus VotingSystem™ software. The Granicus VotingSystem™ workflow is integrated tightly with the Clerks use of the Granicus MinutesMaker™ software, which together allows legislative motions, votes, and attendance information to be recorded directly from the council member's finger into the clerks meeting minutes.



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Granicus MobileEncoder™ - Taking Granicus MinutesMaker™ on the Road

The Granicus MobileEncoder™ allows you to utilize all the functionality of the Granicus MinutesMaker at remote locations, without Internet access. MobileEncoder saves time and adds flexibility for the Clerks Office with software tools you already know how to use. Effortlessly record a variety of actions in real-time, during meetings, just like MinutesMaker, at any location.



How It Works

Throw-away the old tape recorder and link notes to the digital audio recording of any remote meeting. Just like MinutesMaker you can index, take notes, record votes and more. When you return to the office, simply upload the audio recording to Granicus MediaManager. Then you're ready to clean-up or finalize the meeting minutes. No more waiting for the right audio portion to cue up, your linked minutes allow you to click directly to the correct location on the audio file. Once you're finished, automatically publish the meeting to the City/County website.

MobileEncoder Features:

- › Link annotations to the digital audio recording
- › Functions just like MinutesMaker — save time with software you know.
- › No Internet access required
- › Audio and annotation archiving
- › Synchronize with MediaManager

Component List:

- › MobileEncoder software
- › Laptop Computer (optional)
- › 4 Omni dynamic microphones with 20' cables
- › 4-Channel audio mixer
- › Travel bag with rolling wheels, extra compartments, and pull handle



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Granicus Voting System™ - Integrated Voting Management

The Granicus Voting System provides a secure and simple digital platform for managing public meeting proceedings. The Granicus Voting System workflow is integrated tightly with the Granicus Live Meeting Manager software, which together allows legislative votes to be recorded directly from the individual council members into the clerk's meeting minutes. In addition, voting results can be displayed to the audience as a projected image or displayed through other traditional methods. The Granicus voting system is unique because it offers an inclusive work flow that not only involves the Mayor and the council, but also allows for live interaction with the City Clerk and other important City staff members.



How it Works

When a motion is made by the council it is recorded by the City Clerk through the Granicus Live Meeting Manager software and subsequently displayed to each council member. As the Mayor calls for the vote, council members are prompted through a simple display to cast their vote on the current motion. The voting system records and tallies the votes live, and will display the vote results upon prompting by the City Clerk or Mayor. The system supports standard and non-standard parliamentary procedures including substitute motions, consent calendar, and Roll Call. In addition to providing a complete workflow for managing motions and votes, the Granicus solution also supports speaker list management and the display and management of multiple timers. Finally, the system generates searchable web-based reports of the meeting proceedings. Reports include voting and attendance records as well as links to supporting materials used in the meeting.

Granicus Voting System™ Features:

- Simple voting management and display that non-technical council member can use
- Supports projection and plasma screen display for vote results
- Extremely fast work flow, which can keep pace with any meeting.
- Links directly into Granicus Live Meeting Manager used by the City Clerk



Granicus MediaCenter™ - Content Management and Delivery

To deliver reliable, high-quality audio and video content over the Internet you must have a secure and scalable distribution facility able to support hundreds or thousands of concurrent users; with this as our goal we created the Granicus MediaCenter™. The Granicus MediaCenter™ enables us to store and distribute your content over the Internet to ensure your audience consistently receives a high quality stream.

How it Works

The Granicus MediaCenter™ is the core of all Granicus Internet broadcast solutions. This secure and reliable facility stores and distributes rich-media events to the public over the Internet. Live streams are encoded at your location and one stream is sent to our streaming servers at the Granicus MediaCenter™. Archive files can also be uploaded directly to our servers. Your streaming content will be available through your web site, but the Granicus MediaCenter™ handles all requests for both live and archived streams. The only streaming that will travel over your network is the one stream per source, you are sending to the Granicus MediaCenter™.

The Granicus MediaCenter™ is well equipped to handle all of your streaming needs. It has direct redundant Internet connectivity at optical wavelength speeds to a variety of major Internet backbone providers, including Qwest Communications, SBC/Pacific Bell and others.

In addition to providing standard Internet Data Center power facilities the Granicus MediaCenter™ has the significant added benefit of being a Designated Block 50 facility, allowing the facility to be exempt from rolling blackouts.

MediaCenter™ Features:

- Flexible Storage Programs
- Flexible Distribution Programs
- 24/7 System Support
- Redundant Storage
- Redundant Network Connections



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Granicus Outcast™ Encoder - Feature Rich Encoding

The Granicus Outcast encoder coupled with the Granicus MediaManager™ Software makes live streaming and archiving a simple and hands off process. Most encoders simply convert an audio video signal into a digital format that can be used for streaming; the Granicus Outcast™ does much more. Using the Granicus Outcast™ with your Granicus solution allows for live event scheduling, automatic web publishing, live indexing, slides, closed captioning, and automatic archiving and file transfer to distribution servers.



How It Works

The Outcast™ Encoder integrates with the web-based Granicus MediaManager™ software and transfers live broadcasts to the Granicus MediaCenter™ in real time. The Granicus MediaCenter™ then duplicates and distributes your high quality audio and video content to the audience requesting the content.

While broadcasting a live event, the on-site Granicus Outcast™ Encoder can also archive your broadcasts for on-demand viewing later. Once your broadcast is complete, the encoded event is automatically transferred to the Granicus MediaCenter™ where our suite of streaming media tools is accessible for editing, management and publishing functions.

Outcast™ Encoder Features:

- Live & Scheduled Broadcast Control
- Automatic Archiving
- Multiple Bit Rate Support
- Automated Broadcast and Archive Publishing
- Live event management: Indexing, Slides, and Closed Caption



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Granicus MediaVault™ - Large Archives at Low Cost

An audio/video archive requires storage, management and delivery. The Granicus MediaVault™ provides long-term storage and management while maximizing the use of your existing broadband connectivity. The result: long term storage and content distribution at a drastic cost savings.



How It Works

The Granicus MediaVault™ integrates with the Granicus MediaCenter™ and transfers archived video to local storage. When archived video is requested, the MediaVault™ takes the place of the Granicus MediaCenter™ and delivers content directly from your location on your network. Should demand for archived content increase beyond your capacity, content can be transferred back to the MediaCenter™ with a click of a button. As a result, the Granicus MediaVault™ provides a superior solution for creating a digital library or records retention system.

MediaVault™ Features:

- RAID 5 Redundant Storage
- Capacity for up to 18,000 Hours of Content (2.12 years)
- Serves Content on LAN/WAN
- Simple Migration Tools

EXHIBIT C

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

1. 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", in all other places;

3. The Contractor, supplier, contractor or subcontractor will comply with all forms and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.

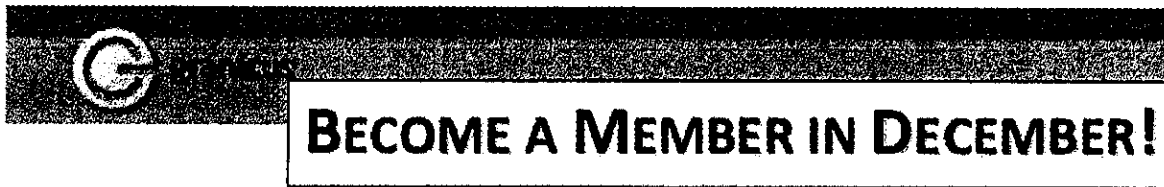
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT D: PROMOTIONAL DISCOUNT



Quick action saves you money.

Mail, fax or email a signed service agreement or a purchase order by **December 31, 2007** and you can earn two entire months of free services*. For the City of Wichita, this is a \$5900 savings.

Who Qualifies?

- All public agencies that submit a signed contract or purchase order by midnight on December 31, 2007 for any combination of Granicus solutions qualifies for their first two months of Granicus Managed Services free.

Be recognized as one of the first 500 jurisdictions in the nation to deploy technology that makes the lives of municipal clerks, council members and constituents **easier than you ever imagined possible.**

One technology changes everything.

Granicus innovators are pioneers of government and champions of public access—governing bodies that are at the forefront of using technology for unparalleled improvements to public administration and government transparency. They reap massive financial, political and community rewards for one simple thing: adopting Granicus solutions for government webcasting and public meeting management.

Join these innovators before the end of 2007 to be among the first 500 jurisdictions in the nation to **automate minutes annotation and public meeting management** with solutions that **save clerks unprecedented time and money**. Be among the first to integrate streaming video and audio recordings of public meetings with formal minutes, agendas and related documents—a **single integrated public record** that **actively engages constituents, expands public communication, and reaches more constituents than ever before.**

The Granicus logo, MinutesMaker, StreamlineReporter, MobileReporter and Outcast Encoder are registered trademarks, and Granicus, MediaManager, VoteCast, IntegratedMinutes and Integrated Public Record are trademarks of Granicus, Inc. in the United States and/or other countries.

C O N T R A C T

THIS AGREEMENT made and entered into this 18th day of December, 2007, by and between the **CITY OF WICHITA**, a municipal corporation, hereinafter known as "**CITY**", and **FORD AUDIO-VIDEO SYSTEMS, INC.** (Performance Vendor Code Number – 730947837-001) whose principal office is at 4800 West I-40 Service Road, Oklahoma City, Oklahoma, 73128, telephone number (405) 946-9966, hereinafter known as the "**CONTRACTOR**".

WITNESSETH, That for and in consideration of covenants hereinafter set out the **CONTRACTOR** contracts, promises and agrees to and with the **CITY** that **Ford Audio-Video Systems, Inc.** will furnish all the material and labor necessary to perform the mechanical, electrical, plumbing, and add alternates and/or options as required by the specifications and work orders for the City of Wichita, for **Design/Install Council Chambers Audio/Visual/Broadcast Systems**, Request for Qualifications – FP700031 for the Public Works Department, Building Services Division in the City of Wichita, Sedgwick County, Kansas. The proposal package, plans, specifications and addenda provided by the City of Wichita as part of the proposal letting process for Request for Qualifications – FP700031 dated June 1, 2007, and the contractor's proposal (Exhibit B), as approved, shall be considered a part of this contract and are incorporated by reference herein, as approved by the City Council on December 18, 2007, which plans, specifications, addenda and proposals are on file in the office of the City Purchasing Manager of said **CITY**, and are hereby incorporated and made a part of this contract to the same extent as if fully set out herein.

CONTRACTOR further agrees that the work under this contract shall be completed lien free and to the full satisfaction of the City Purchasing Manager of the City of Wichita on or before **March 1, 2008**, for substantial completion. Said work shall be done under the direct supervision of said Purchasing Manager, or such other person as the City Council may direct, and that said Purchasing Manager's decision as to the material used in said improvement and the method in which the work is to be done shall be final and conclusive upon the parties hereto. Working days shall be as defined in the Standard Specifications of the City of Wichita.

CONTRACTOR further agrees that at all times during the prosecution of said improvement **Ford Audio-Video Systems, Inc.** will maintain the proper safeguards, barricades and lights on the work and every portion thereof to insure the highest degree

of safety to the public, and that **Ford Audio-Video Systems, Inc.** will hold the City of Wichita harmless in all suits for damages brought against either of the parties to this contract on account of the negligent acts, omissions or default of said **CONTRACTOR**, their agents or servants in the prosecution of the work on said improvement.

CONTRACTOR further agrees to maintain said improvement for a period of one (1) year from date of the completion and acceptance of same by the City of Wichita; this maintenance to be done and performed by said **CONTRACTOR** without any expense to the **CITY** whatsoever. **CONTRACTOR** is to furnish to the **CITY** any manufacturer's warranty on materials as applicable.

Indemnification and Insurance.

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—
operations, xcu (explosion, collapse and underground) hazards when
applicable, Product/Completed operations, Broad Form Property Damage,
and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
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CITY shall pay **CONTRACTOR** the following amount for the contract work:

Labor, material and equipment to furnish and install Audio/Visual/Broadcast System at City Hall, 455 North Main, Wichita, Kansas, as per proposal (Exhibit B).

TOTAL MAXIMUM CONTRACT AMOUNT: \$416,507.53

The **CONTRACTOR** shall be entitled to payment of 90 percent of its progress estimates every thirty (30) days during the prosecution of said improvement; 10 percent of the total amount being at all times retained until final completion, at which time **CONTRACTOR** shall be entitled to final payment.

CONTRACTOR will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the **CONTRACTOR** (e.g., acts of God, war, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the **CONTRACTOR** to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance, the **CONTRACTOR** must re-negotiate delivery schedules.

The **CONTRACTOR**, in performing the work required under this contract, agrees to comply with the provisions of the "Revised Non-Discrimination and Equal Employment Opportunity Statement For Contracts or Agreement" of the City of Wichita, which is incorporated herein by reference and attached as "Exhibit A".

For good cause, and as consideration for executing this contract, the **CONTRACTOR**, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita pursuant to this contract.

Independent Contractor. The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

Compliance with Laws. **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this contract.

No Assignment. The services to be provided by the **CONTRACTOR** under this contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

No Arbitration. The **CONTRACTOR** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF the City of Wichita has caused these presents to be signed by its Purchasing Manager and attested by its clerk with the seal of the City of Wichita impressed hereon, and the **CONTRACTOR** has caused these presents to be duly executed the day and year first herein written.

ATTEST:

Janis Edwards
Deputy City Clerk

THE CITY OF WICHITA



Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:



Gary E. Rebenstorf
Director of Law

FORD AUDIO-VIDEO SYSTEMS, INC.



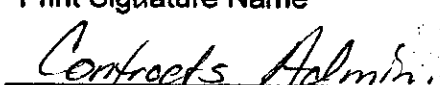
Signature



Print Signature Name

CITY OF WICHITA, KANSAS

Carl G. Brewer, Mayor



Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination – Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination – Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall

be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

- 1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.**
- 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.**



December 4, 2007

Ed Martin
City of Wichita, City Hall
455 North Main Street
Wichita, KS 67202

Dear Mr. Martin:

Ford Audio-Video Systems, Inc. (FAV) respectfully submits for your consideration the attached proposal, which covers the details of the system requirements in the following outline:

- A. Introduction
- B. Description of Work
- C. Installation Schedule
- D. Discussion of Technology
- E. Equipment List
- F. Cost Summary and Terms
- G. Guarantees and Limitations of Warranty
- H. Training and Documentation
- I. Building Construction, Installation, and Responsibilities
- J. Acceptance

The proposed systems are based upon our understanding of your requirements as communicated to us during our meetings and conversations. If there are any changes that need to be made, please let us know. We invite you to compare our systems with any other; in quality, price, and professionalism of installation, we are second to none.

Please let us know if any questions arise. We look forward to serving you.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, INC.

FORD AUDIO-VIDEO SYSTEMS, INC.

Ronald C. Hoeberling
Account Manager

Barbara Harper
Division Manager

Voice: 405-946-9966
Cell: 913-708-1908
Email: hoebr@fordav.com

Proposal

For

City of Wichita, City Hall, Wichita, KS

A. INTRODUCTION

This proposal provides a description of the technology incorporated into the systems, lists the major equipment and components, and states the terms, conditions, and responsibilities. Individual components and quantities may be changed, deleted, added, or designated as optional to be added to the system at a future date.

B. DESCRIPTION OF WORK

Ford Audio-Video Systems, Inc. (FAV) shall install audio, video, control, and lighting systems in the Wichita City Hall building at 455 North Main Street. This is a three (3) room system that shall include upgrading the existing system in the Council Chambers, installing equipment in the new Boardroom, and installing AV cable connections in the Media Room. All of these systems shall connect to the Council Chambers Control Room. Below is a description of the systems in each of the rooms.

1. COUNCIL CHAMBERS

a. Audio System Upgrade

FAV shall replace the existing room speakers with a new speaker cluster at the front of the room and in-ceiling speakers at the rear of the room. The seven (7) existing council member microphones and audio monitors shall be replaced with new equipment. An assisted listening system shall be installed with 6 wireless receivers. A 32-channel digital audio mixer shall be installed in the Control Room to control the audio for all three (3) rooms. On-site vendor training is included in the price of the mixer. This mixer shall provide audio feeds to each room, to the local CATV operator, and the Granicus web casting system. New amplifiers and DSP (Digital Sound Processing) systems shall be installed to support this audio upgrade. An intercom system shall be installed to allow camera operators and others to communicate from any of the three (3) rooms to the control room.

b. Video System Upgrade

FAV shall install new equipment in the Control Room to support the video upgrade. The existing video switcher shall be replaced with a new 32-channel digital video switcher. This switcher shall provide video feeds to the projectors, to the local CATV operator, and to the Granicus web casting system. Eight dual-channel 10.4" monitors shall be installed to provide previewing of 16 video sources. Three 17" video monitors shall be installed as a program monitor, preview monitor, and engineering monitor. A new camera controller shall be installed to control the five (5) existing cameras. New pan/tilt heads and CAT5 interface units shall be installed at each of the existing cameras, replacing the existing heads and interface cables. A new waveform monitor and vector scope shall be installed for video testing. Two wall mounted interface panels shall be installed in the Council Chambers to allow a portable camera to be connected to the Control Room. A video graphics generator system shall be installed in the control room.

c. Lighting System Upgrade

FAV shall replace all of the existing media lighting in the Council Chambers with new fluorescent lighting fixtures. A new 48-channel lighting controller shall be installed in the Control Room to control the media lighting in all three rooms.

d. Control System Upgrade

FAV shall install a new control system processor to replace the existing processor. A new 10" touch panel shall be installed in the Council Chambers to provide some basic room controls (room lights, room volume, and projector on/off.) The existing OFE (owner-furnished equipment) touch panel in the Control Room shall be reprogrammed with these same functions. (All other functions shall be controlled with the audio mixer, video switcher, camera controller, and light controller.)

2. BOARDROOM

a. Audio System

FAV shall install nine (9) wireless gooseneck microphones to be used on the movable tables. A new microphone shall be installed at the podium. These microphones outputs shall be combined with the OFE audio system to provide an audio feed to the local CATV company and the Granicus web casting system.

b. Video System

- 1) FAV shall install four (4) PTZ camera systems that shall be connected to a second camera controller in the control room via CAT5 cable. Three wall mounted interface panels shall be installed in the Boardroom to allow a portable camera to be connected to the Control Room. These camera feeds shall be used for CATV viewing and web casting.
- 2) Two wall-mounted interface panels shall be provided and installed to allow portable camera to be connected to the control room.

3. MEDIA ROOM

- a. Three wall-mounted interface panels shall be installed in the media room to allow a portable camera to be connected to the Control Room.

4. TEMPORARY AV CONFIGURATION AND CONTINGENCY BUDGET

- a. FAV shall provide a temporary audio and video feed from the new Boardroom to the CATV operator while the Council Chambers is being upgraded. This temporary connection shall use the existing OFE AV equipment and move it to an area outside the control room. When the Council Chambers upgrade is completed, FAV shall dismantle the temporary configuration. This configuration process shall take place after the Tuesday Council Chamber meeting and before the next Council meeting takes place in the Boardroom (on a temporary basis) the following Tuesday.

- b. A contingency budget is included to cover any additional equipment that is identified during the installation process. This budget shall be used if the Owner decides to add extra microphones, light fixtures, cameras, etc. and shall be documented with change orders. The contingency budget shall cover these change orders and any unused contingency budget shall be credited to the Owner.

5. SERVICE SUPPORT

- a. FAV shall provide a service technician in Wichita full-time, on or before the completion of this project. This technician shall be available for system service and repair functions with a response time not to exceed 30 minutes for pre-scheduled meetings and within 2 hours for unscheduled meetings. This service shall be covered under warranty for one year after completion of the system. Beginning in the second year, service calls shall be charged on a time and material basis.

Note: Remote Monitoring is not included in this system.

C. INSTALLATION SCHEDULE

1. FAV estimates that the actual on site installation of your project will take four (4) weeks. In addition to the installation, FAV will prepare system drawings, purchase the equipment, assemble the equipment in our shop, program control software as required, and do in-shop testing. This work will take approximately six (6) weeks prior to the beginning of actual installation at your facility. The total time required to complete the project will be approximately eleven (11) weeks. In the event that other construction work is being performed simultaneously in your facility, this work must be completed prior to FAV completing its work. All electrical work and floor and wall finishes must be complete so that FAV's equipment can be installed and terminated. The completion of FAV's work depends upon the facility being secure, dust-free, air-conditioned, and quiet. FAV will require one (1) week to complete its work after any other construction work is completed.
2. Please note that FAV must receive the signed contract and down payment prior to beginning any work on this project including engineering, purchasing of equipment, and the scheduling of the installation. For FAV to meet the above completion schedule it is important that the Customer ensure that the job site is available for FAV personnel and that there are no interruptions in the availability of the job site and the ability of FAV to do the work. FAV schedules its work force weeks in advance in order to meet the installation completion dates of all of its customers. As a consequence, it is vital that the Customer notify FAV's Project Manager in the event that the Customer changes the schedule or the Customer's other contractors fall behind in completing their portion of the work.

D. DISCUSSION OF TECHNOLOGY

The following information is a general discussion of equipment and technologies normally used in systems similar to the one being presented in this proposal. This information is provided to the Customer as an educational overview of typical systems. Some of the equipment and technologies discussed may not be included in this proposal.

1. SPEAKER SYSTEMS

- a. Distributed Speaker System

A distributive speaker system consists of a number of speakers installed in the ceiling over the seating areas. Each speaker is pointed down and has a conical coverage pattern that is between 60 and 90 degrees wide. This type of system is typically used in auditoriums or meeting rooms where the ceiling is low or where the distance that sound must be projected from the platform to the rear is long. Depending upon the length of the room, the speakers may be divided into separate zones with each zone being placed on a signal delay and timed so that the sound travels through the room properly. In that case, each zone will be powered by a separate amplifier.

2. MIXING CONSOLE

- a. The mixing console provides the control center for the sound system and should be selected to serve future expansion, as well as present requirements. Mixer selection can be critical, in that virtually every audio source heard passes through it. Choosing the wrong mixer can seriously limit the capability, sound quality and operation of the entire audio system.
- b. The mixers must be able to control the largest number of microphones and/or playback decks that may be used at one time. Mixer inputs should be low impedance to match the microphones. Each control channel on the mixer should:
 - 1) Provide mic or line input level preamp gain adjustment
 - 2) Provide sound level adjustment using a linear fader control
 - 3) Provide, at the minimum, bass and treble tonal adjustment of the sound
 - 4) Provide separate auxiliary sends for choir and floor monitor systems
 - 5) Provide separate control of sound volume for recording, radio, and television as required
 - 6) Provide signal "soloing" and signal distortion detection indicators
 - 7) Adequate metering and headphone outputs for visual and audio monitoring

3. PATCH BAYS

- a. Patch bays are recommended at the mixing console to accommodate the large number of mic lines and effect units specified for this system. Patch bays are necessary when there are more audio sources to the console than inputs on the console. As a standard, the top row of the patch bay will be connected to either the mic lines or effect units and the bottom row of the patch bay will be connected to the inputs of the console. The patch bays can be wired in a "normalized" condition so that the system can be operated in a pre-defined, basic configuration without the need for patch cables.

4. POWER AMPLIFIERS

- a. The power amplifier system is designed to provide each full range speaker, horn driver and bass speaker with its required amount of audio power. The directional coverage

properties, the efficiency, and the power handling capability of each speaker are considered when choosing the proper power amplifier.

- 1) **SAFETY OF DESIGN:** Using multiple amplifiers to power the speakers provides a margin of safety by its redundant design.
 - 2) **BALANCE:** Using multiple amplifiers allows for better control and balancing of the sound volume from each speaker system and between each horn and bass speaker. Each area of the auditorium may be adjusted separately so that the sound volume throughout is as uniform as acoustically possible.
5. **DIGITAL SIGNAL PROCESSING (DSP):** DSP based audio signal processing provides a simple and flexible alternative to current analog based systems. DSP systems convert the audio signal into a digital format that can be manipulated and stored similar to computer data. The audio signal is processed in the digital domain using "algorithms" that mimic standard audio devices such as equalizers, crossovers, signal delays and mixers. The processed digital audio is converted back to analog audio and routed to the power amplifiers and speakers.
- a. DSP based system provides the following benefits:
 - 1) **FLEXIBILITY:** The functionality of the DSP unit is software controlled. A PC is used to program the unit to perform specific design requirements of the sound system. The DSP unit may be configured to operate as multiple crossovers, equalizers, signal delays, and/or mixers. The operational parameters of each crossover, equalizer, etc. may be different and changed within the software at anytime. For example a crossover may be programmed to operate at 6, 12, 18, or 24 dB per octave. An equalizer may be programmed to be a graphic or a parametric equalizer. In the same manner, all parameters may be changed with the software at any time. This flexibility allows adjustments to be made to the design components throughout the design and during the final testing and balancing.
 - 2) **SECURITY:** Typically, DSP electronics have no exterior controls. Once the unit has been programmed, it cannot be changed without the use of the software. After the final settings have been made, the unit is secure from accidental changes that might degrade or affect the operation of the system.
 - 3) **PRE-SETS:** Due to being computer and software based, the setting of a DSP unit may be stored in memory for later recall. Most DSP units have multiple Presets which may be utilized for different portions of a program. In the event a setting is lost or changed by accident, the original setting may be recalled and activated.
 - 4) **SIMPLICITY:** Due to the fact that all of the processing is internal to the DSP unit, the wiring of the system is minimized which reduces the number of wires and connector terminations.
 - b. The DSP unit may be programmed to provide the following functions:
 - 1) **ELECTRONIC CROSSOVER:** An electronic crossover divides the sound into high, mid, and low frequencies prior to amplification of the sound by the power

amplifiers. This method of crossover is called bi-amping or tri-amping and affords the following advantages:

- a) Individual control of sound levels for each band of frequencies to be amplified.
- b) Reduced inter-modulation distortion in the power amplifiers and speakers.
- c) Improved efficiency of the power transferred from the amplifiers to the speakers. This method provides only the power necessary for each speaker type and the band of frequencies to be amplified.

2) BROAD BAND EQUALIZATION:

- a) Every large room, when filled with sound, will exhibit peaks and dips in the sound due to the acoustics of the room such as based upon its size, shape, volume, wall coverings, carpet, curtains, and construction. These peaks and dips may deteriorate the quality of sound being projected to the listeners.
- b) A broad band equalizer is used to reduce the peaks and increase the dips in order to "tune" the sound system to the particular room acoustics. The result is higher quality sound and an improvement of the feedback threshold.

3) NARROW BAND EQUALIZATION:

- a) As the gain (volume) of a sound system is increased, a point is reached at which feedback occurs. This point (feedback threshold) is the limiting factor and determines the maximum sound system gain.
- b) There are many potential feedback frequencies in every auditorium. However, if the most predominant feedback frequencies are reduced in level, the gain of the sound system can be raised several decibels.
- c) A narrow band equalizer is used to reduce the level of the major feedback frequencies. The result is improved sound quality and increased volume before feedback.

4) CLUSTER CROSSOVER COMPENSATION:

- a) Large speaker clusters employing many high-frequency horns demonstrate a loss of directional control at the horn cut-off frequency. The resulting sound in the mid-frequency band is too loud and the directional projection pattern becomes uncontrolled.
- b) Separate crossovers with different crossover frequencies may be used to reduce this build up of mid-frequency sound. As the length of throw for each set of horns is shorter, the crossover frequency for that set of horns will be raised.

5) LENGTH OF THROW EQUALIZATION:

- a) In auditoriums where the projection of sound over long distances is required, the distance from the speaker system to the listeners varies depending on where each listener is seated. The listeners at the front of the auditorium are a short distance from the speakers and the listeners at the rear of the auditorium are a long distance from the speakers. This difference in distance causes the quality of sound to change due to the absorption of the high frequencies by the humidity in air.
- b) A broad band or shelving equalizer is used for each set of high-frequency horns that cover increasing distances into the auditorium seating area. The equalizer will be set to compensate for loss of high frequencies by air absorption at that length of throw.

- 6) **SIGNAL DELAY SYSTEM:** The architecture of an auditorium may require the use of multiple speaker clusters, delayed speaker clusters and delayed speakers under and over balconies. Programming a DSP unit to act as a Digital Signal Delay allows sound to arrive at all the seating areas simultaneously, correcting for audible timing delays between the main speaker system and other speaker systems providing sound for under balcony, over balcony and over flow areas. If necessary the speakers in these areas are placed into zones, powered by separate amplifiers, and signal delayed appropriately according to the distance between the main speaker system and each zone.

- 7) **MIXING AND DISTRIBUTION:** Audio signals may be mixed together and then distributed to various outputs.

- 8) **LIMITING, COMPRESSION AND GATING:** Audio signals may need to be limited, compressed, or gated to control the dynamic range of the program material. Compression improves the quality of the audio. Limiting is normally used to protect peaks from damaging equipment and speakers. Gating is used to turn automatically turn sound signals on and off based upon their volume.

- c. Caution should be used when relying on a single DSP based processing unit due to the fact that all audio processing is preformed by one device. In the event the DSP unit fails, the audio system will not operate.
- d. FAV recommends that an Uninterruptible Power Supply (UPS) or surge suppressor be used to condition the AC power on DSP units and all system components that are computer or microprocessor based. The use of an UPS or surge suppressor minimizes failures and outages due to AV power loss, noise in the AC power source, and voltage spikes.

6. WIRELESS SYSTEMS

Modern audio/video systems have communicated using Radio Frequency transmissions for more than thirty years, first beginning with wireless microphones and listening devices for the hearing impaired. Today wireless systems are used extensively in audio, video, and lighting (A/V/L) systems.

- a. **APPLICATION OF WIRELESS SYSTEMS:** Wireless systems are used for transmitting audio/video program signals and for transmitting digital data that is used to control the functions and operation of A/V/L systems.
- 1) The primary use is for the transmission of the actual audio and video program signals such as wireless microphones, in-ear audio monitoring systems, or video to a video projector. Most of these systems convert the analog audio and video into a digital format that is transmitted and manipulated much like computer data.
 - 2) The secondary use is for controlling the functions and operation of A/V/L systems. Although wireless control has been used for many years using "RF" transmitters and receivers, the wide adoption of computer systems using the 802.11b (a & g) or "Wi-Fi" industry standard has allowed the A/V/L industry to rapidly expand the control of complex systems. Based on computer industry standards for the transmission of wireless data, the wireless control of A/V/L systems is common and routinely installed. As a side note, most A/V/L systems designed today use the full functionality of PC's, laptops, tablet PC's, handhelds, local area networks (LAN), wide area networks (WAN), data switches, data routers, and the internet. Most control system manufactures are moving toward Ethernet-based communication.
- b. **BENEFIT:** A Wireless system has only one benefit and that is it allows the user to connect to an A/V/L system without having the user's movement restricted by connection to a wire. Wireless connectivity allows "mobility".
- c. **LIMITATIONS:** Other than providing the benefit of mobility, wireless systems are inferior to wired systems in terms of quality, reliability, range of connectivity, and security. Any person that has used a cell phone is aware of the potential for distortion and lost signals. Any person that has used a wireless laptop computer has experienced the loss of connection and in some cases the loss of data. Current wireless systems use much of the same technology as computer systems and are subject to similar failures. Below are specific limitations of wireless systems A/V.
- 1) **QUALITY:** The transmission of audio and video signals by wireless is accomplished by limiting the frequency bandwidth and dynamic range (signal to noise ratio) of the original signals. The conversion process to digital, the transmission process, and the conversion back to analog introduces distortion. Most wireless systems compress the original signal, transmit the signal, and then expand the signal. This process introduces non-linearity which is a form of distortion.
 - 2) **RELIABILITY:** A wireless system is inherently unreliable due to the nature of electromagnetic Radio Frequency transmission. Each of the following elements contributes to unexpected and unreliable performance.
 - a) The expansion of wireless transmission use has lead to "spectrum congestion", which results in frequency bands being overused and transmissions being interfered with by other transmissions in the same frequency band. There is no guarantee that your wireless signal will not be interfered with at any time.

- b) Other types of dissimilar wireless transmissions may interfere with A/V program and control signals. In addition to FM broadcasts, the expansion of High Definition Television (HDTV) channels and cell phone usage may interfere with A/V wireless systems. FM broadcasts produce harmonics that fall squarely in channels of wireless mics. The use of cell phones in close proximity to an A/V wireless system typically causes electronic noise in the audio signal.
- c) The range of transmission is limited to a maximum of approximately 100 feet. Although wireless systems will on occasion appear to work at longer distances, their performance will be intermittent and unusable for A/V systems where a high-quality and consistent signal is required. The limited range is due to the limited transmission power which is mandated by the FCC. The structure of a building (steel studs and floors) will limit the transmission range. FAV recommends that wireless systems be used where the transmitter and receiver are in close proximity to each other and have a direct line of sight between the two units.
- d) While using a wireless system, physical movement by the user changes the transmission path between the transmitter and the receiver. This constant change of the transmission path causes interruptions of the signal. The wireless system may work in one position and then fail to work when the user moves. Wireless systems with diversity antennas minimize this problem, but do not always provide an uninterrupted, noise-free signal.
- e) It is common today to use multiple wireless microphones and wireless in-ear monitors for musicians and performers. Multiple wireless systems when operated together will interfere with each other. Frequencies bands for systems with multiple transmitters must be selected carefully so that combinations of frequency bands do not interfere with one another.

7. LIGHTING SYSTEM

a. INSTRUMENTS

All lighting fixtures will be Par or Ellipsoidal instruments. These fixtures were chosen based on their proven performance and cost-effectiveness.

b. DIMMER BANK

The dimmer bank is designed to receive its main power, load circuits, and control cable through conduit knockouts on the dimmer rack. It is designed for three-phase, four-wire, 120/208 volt AC operation. It is recommended that a safety disconnect be installed on the main power feed by the electrical contractor. The dimmer bank creates considerable heat. It should be installed in a room with a maximum room temperature of 75 degrees F to prevent heat problems. The dimmer bank itself should not be installed near audio equipment or wiring, so as not to induce interference into the sound system.

E. EQUIPMENT LIST

COUNCIL CHAMBERS

Quantity	Description
8.00	JBL.CONTROL26CT SPEA,6.5"2-WAY CEILING,W/XFRMR
2.00	BIAM.AUDIAFLEXC DSP,DIGITAL AUDIO W/COBRANET
7.00	MEYE.MUB-MM4 U-BRACKET,FORMM4
2.00	WHIR.SPC82 CABLE,SPLITTER
7.00	AUDI.ES915/C MIC,MINICOND,DBL,GOOSENECK,EXT
5.00	AUDI.ES915/H MIC,HYPERCARDIOD,MIC
1.00	NETG.FS105NA NETGEAR,5-PORT10/100SWITCH
1.00	NETG.FS108 AV,8,PORT,ETHERNET,SWITCH
1.00	FAV.MISC10 CUSTOM ECHOLAB VID SW
8.00	MARS.VR102DPVGA MONI,10.4" LCD,RACK MOUNTED
1.00	CRES.TPS-4000 TOUCH PANEL,ISYS,10.4",TILT
1.00	FAV.MISC50 MISC CABLE, HARDWARE
3.00	BITT.B48DCFNPBT PATCHBAY,2RU,2X24 MONO,NORMAL
1.00	FAV.MISC30 CUSTOM WALL PANELS
1.00	VIDE.TSM61 MONI,WAVEFORM
1.00	VIDE.VSM61 VECTORSCOPE,TEST EQUIPMENT
3.00	JVC.LM-170U MONI,17" COLOR LCD,1280X1024
12.00	BIAM.IP-2 CARD,2 CHAN INPUT,AUDIAFLEX
12.00	BIAM.OP2E CARD,2CHAN MIC/LINE OUTPUT,INS
1.00	EXTR.60-477-02 CONVERTER,VSC,700D,SCAN
1.00	FAV.MISC40 EQUIPMENT RACKS
1.00	CLEA.MS-702 HEAD,2CH SPEA MAIN STATION,UL
4.00	CLEA.HS6 HANDSET,TELEPHONE STYLE
6.00	CLEA.RS601 INTE,SINGLE,CH,BELT,PK,INTERCM
1.00	CLEA.RS602 ACCE,BELTPK,STNDD 2CH,DUAL LIS
4.00	CLEA.CC95 HEADSET,SINGLE MUFF
1.00	CLEA.CC26 HEADSET,SINGLE LIGHTWEIGHT
3.00	JBL.AM4215/95 SPEAKER,15",2WAY,90X50,BLACK
1.00	YAMA.LS9-32 MIXE,DIGITAL,32 CHANNEL,LS9
2.00	CROW.CDI2000 AMP,70/140V,475-2000W,DSP
1.00	LIST.LS-03-216 PERFORMANCE,SYS,PKG,SYS,TO,INC
6.00	LIST.LR-400-216 DISPLAY RECEIVER (216NHZ)
2.00	VADD.9995300000 CAMERA CONTROLLER SUPER JS
1.00	FAV.MISC21 VIDEO SWITCH ACCESSORIES
1.00	CRES.PRO2 AV,CONTROL,SYS,PROF,DUAL,BUS
5.00	VADD.9996520000 PAN/TILT PRO,24VDC POWER INCL
5.00	VADD.9996500000 ADD A CAM PRO BASE SYSTEM
1.00	ETC.EXPS24/48 CONTROL CONSOLE,96 CHANNELS
1.00	CHYR.5A01514 EXTENDER,110V STATION
1.00	CHYR.WEBMICX 2-DAY OPERATOR TRAINING
1.00	CHYR.7A00197 KEYBOARD,W/ENGLISH LANGUAGE
1.00	CHYR.7A00295 GENERATOR,MICROX 2006 CHAR
1.00	CHYR.5A0129560L SOFT,LYRIC VERSION 6
7.00	MEYE.MM4XP SPEA,SELF-PWRD MINIATURE
1.00	MEYE.MPS-488 POWER SUPPLY,EXTERNAL

2.00 FOCU.ASYF086302 RECO,FS-2E DTE
1.00 VADD.5340000001 LENS,SONY,WIDE ANGLE CAMERA

COUNCIL CHAMBERS - LIGHTING

Sub Total 254,805.85

Quantity	Description
2.00	BRIG.INT-1-WH
20.00	BRIG.S1.4D-H SERIESONE,4X55WATT DIMM FIXTUR
20.00	BRIG.INT-1 INTENSIFIER FOR 1.2/1.4 FIXTUR
15.00	BRIG.INT1CSMF INTENSIFIER CNTRL SCR,MEDFIELD
7.00	BRIG.INT1CSBF INTENSIFIER CNTRL SCR,N,BROAD
88.00	BRIG.00955W32KS LAMP,STUDIOLINE,55W,3200K
2.00	BRIG.S1.4D-WH-H SERIESONE,4X55WATT DIMMFIXT.WH
14.00	BRIG.016-112 1-2' ADJUST,HANGER,LIGHTWEIGH

BOARDROOM

Sub Total 49,112.00

Quantity	Description
9.00	ELEC.PCSAT18 MIC,WIRELESS,GOOSENECK
9.00	TELE.FMR-1000 RECEIVER,UHF,950 CHANNELS
2.00	WHIR.SP1X2 SPLITTER,MIC 1 IN,2 OUT
2.00	WHIR.SPC82 CABLE,SPLITTER
1.00	AUD.IES915/H MIC,HYPERCARDIOD,MIC
1.00	BIAM.AUDIAFLEXC DSP,DIGITAL AUDIO W/COBRANET
9.00	BIAM.IP-2 CARD,2 CHAN INPUT,AUDIAFLEX
3.00	BIAM.OP2E CARD,2CHAN MIC/LINE OUTPUT,INS
4.00	VADD.9996204000 CAME,WALLVIEW 300 PTZ,3CCD
9.00	COUN.E60P5TTS MIC,ISO,6,TAN,TELEX
9.00	TELE.WT-1000 TRANSMITTER,WIRELESS BODYPACK

MEDIA ROOM

Sub Total 48,793.68

Quantity	Description
1.00	FAV.MISC55 WALL PLATES, CABLE, HARDWARE

TEMPORARY AV CONFIGURATION

Sub Total 1,071.43

Quantity	Description
1.00	FAV.MISC22 MISC CABLE, HDWR-TEMP SETUP
1.00	FAV.MISC23 CONTINGENCY FUND (\$10,000)
1.00	TEMPORARY CONFIGURATION LABOR (\$1,296)

Sub Total 12,724.57

INSTALLATION

Quantity	Description		
	Project Management, Travel, Installation		
		Sub Total	50,000.00
		Merchandise:	365,211.53
		Labor:	51,296.00
		Sales Tax*:	.00
		Total Amount:	416,507.53

F. COST SUMMARY AND TERMS

Proposed Total: \$416,507.53

LABOR: Includes assembly, installation, training, and warranty.

TERMS: Monthly Progress Payments as services are rendered

All invoices are payable Net 10

If Customer is paying with a credit card, there will be a surcharge in the amount applicable to the percentage charged FAV by the credit card company.

COMMENCEMENT OF WORK:

FAV must receive the signed contract and down payment prior to beginning any work on this project, including engineering the system, purchasing the equipment and scheduling the installation. In the event the Customer fails to pay FAV within the terms above, FAV reserves the right to stop work on the project until all payments are received by FAV in accordance with the terms.

TAXES*: All taxes, if any, are the responsibility of the Customer and are not included in this proposal. If a tax is charged to FAV, the Customer will be responsible for reimbursing FAV for this cost.

PRICE: The price will be effective for 30 days from the date of the proposal.

CREDIT: This proposal shall not be deemed as accepted by FAV until the executed contract is returned to FAV's credit department for final review and acceptance.

G. GUARANTEES AND LIMITATIONS OF WARRANTIES

I. FAV GUARANTEES THE FOLLOWING:

- a. Equipment will be new, unless noted otherwise.
- b. All workmanship provided by FAV will be free of deficiencies and defects, and will be repaired, free of charge, for a period one year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.
- c. All equipment and materials provided by FAV that were manufactured by other companies will be warranted under the standard warranty terms of the original manufacturer.
- d. The warranty does not include, nor cover expendable materials used with the system installation (e.g. light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).
- e. FAV is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "drop outs", distortion and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions such as radio and television broadcasts, cell phones, and computer wireless networks is probable and should be expected.
- f. FAV is not responsible for the performance, testing, or configuration of owner furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network.
- g. Any adjustments made by the Customer or the Customer's agent(s), other than routine operational adjustments, shall not be covered under this warranty statement. Re-calibration of settings shall be considered by FAV to be billable time to the Customer at FAV's standard engineering rates.
- h. Procedures such as routine preventative maintenance functions (e.g. keeping filters clean, magnetic heads, keeping system environment free from foreign materials, etc.) is the responsibility of the Customer or Customer's agent(s) and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.
- i. If warranty work is necessary within the warranty period, FAV will, at its option, repair the defective equipment or return it to FAV's service center for repair.
- j. If any questions arise now or in the future about the installation or operation of the system, an FAV engineer will be available to assist and answer any questions by phone.
- k. Repairs, modifications, or other work performed by personnel not authorized by FAV during the period of warranty on any equipment of the system may invalidate the warranty.

- I. FAV will not be responsible for damages, or cost of repairs due to modifications, adjustments, or additions to the system performed by personnel not authorized by FAV prior to acceptance of the system by the Customer.
- m. FAV may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to FAV.

2. OWNER FURNISHED EQUIPMENT/MATERIAL (OFE)

- a. FAV's intent is to provide a complete system, which includes providing all the equipment. In some cases, the Customer may own equipment that they desire to be included with the FAV installation. FAV reserves the right to accept or reject equipment provided by the Customer and to charge a service fee due to the problems encountered with using equipment that is of unknown origin, service history, software revision, etc. FAV will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.
- b. Materials or equipment provided by the Customer/Owner (OFE), if any, to be included within the work, shall be done with no warranty or guarantee by FAV. Use of OFE is solely for the convenience and benefit of the Customer.
- c. FAV shall take reasonable care in handling OFE and shall install it according to standard industry practices; however, FAV takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system.
- d. The Customer agrees to reimburse FAV for all work related to the service and/or trouble shooting of OFE with the provision that the Customer authorizes FAV to proceed with malfunction evaluation and repairs.

H. TRAINING AND DOCUMENTATION

1. Standard Training included with this job:
 - a. FAV agrees to conduct a training session at the completion of installation. All system operators or interested persons should attend this training so that all questions can be answered during this period.
 - b. FAV personnel will assist and supervise Customer personnel in a run-through to acquaint them with "hands on" operation of equipment.
 - c. All audio/video wiring will be numbered and labeled. The system diagram will include the wire numbers.
 - d. A binder with system diagrams and equipment manuals will be furnished at no cost.
2. Customized Training

FAV is committed to training our customers. In addition to the standard training included with each job, our customer training program offers multiple, customizable options to fit the needs of any customer. The possible programs include:

- a. The standard program, which comes with all FAV jobs.
 - 1) This includes owner's manuals, labeled as-built drawings, and an on-site training session.
 - 2) The on-site training can be video-taped, at an additional cost.
- b. The advanced training program, which is at an additional cost.
 - 1) This program provides more in-depth training. In addition to the written materials that come standard, FAV shall furnish an operation guide, which includes specific how-to-use instructions and troubleshooting tips.
 - 2) It also includes the standard on-site training, but with a video-tape of the session, with minimal editing.
- c. The customized training program is determined by the customer, salesperson and FAV Training Coordinator to best meet the needs of the customer. The cost is based on the desired program. It can include:
 - 1) The standard written documentation, with a detailed operation guide.
 - 2) PowerPoint presentations, either basic or detailed, providing a simple or in-depth overview of the system and its functionality. The customer shall be given a digital copy to keep.
 - 3) The customer may choose to capture the on-site training portion on video tape. A standard camcorder on a tripod, with or without an operator, is available. FAV also offers a 3-camera video production system, with video switching and multiple operators.
 - 4) Additional materials include HTML format documents or additional paper copies or CDs/DVDs/VHS. The additional copies would come at an additional price.
- d. Please contact FAV to receive a customized price quote on a customized training option.

3. Training Seminars

It is important to FAV that you receive the maximum value and use of your installed systems for many years. These systems are technical in nature and, as a result, formalized training is fundamental to ensuring that your staff is capable of fully using the systems.

We know the importance that training can make; therefore, each year, FAV provides a series of Customer Training Seminars. These seminars are held monthly in various cities to encourage customers to enhance their knowledge and use of audio, video and lighting system equipment. The training sessions will permit your users to meet directly with FAV engineers and training personnel to provide theory and hands-on training. Seminars are held on the following topics: a)

Sound Mixing, b) Mic'ing Techniques, c) Video Projection, d) Video Production, and e) Lighting Systems.

By choosing FAV to provide and install your system, your organization will receive from one to ten seminar voucher(s) based upon the purchase price of the system. Each voucher entitles one person to attend one seminar.

Please visit www.fordav.com for the latest calendar and seminar news. If you have any questions, or wish to register for a seminar, please call (405) 946-9966, or email seminars@fordav.com.

I. BUILDING CONSTRUCTION, SYSTEM INSTALLATION, AND RESPONSIBILITIES

1. EXISTING CONDITIONS

a. ACOUSTICS AND NOISE

In facilities where FAV is providing a sound or audio system, the Customer is responsible for providing an environment free of ambient noise and excessive reverberation and echoes.

- 1) Typically, ambient noise is created by HVAC systems (Heating, Ventilation, and Air Conditioning), plumbing or other mechanical systems in the building. In general, FAV recommends that the ambient noise sound pressure level not exceed NC35 (Noise Criteria) or 35 dB A scale.
- 2) Long reverberation times and echoes are normally the result of hard wall, floor, and ceiling surfaces found in some rooms. Typically, FAV recommends that the reverb time does not exceed 1.5 seconds where the primary use is the communication of speech. The production of other types of music may require longer reverberation times. In the event that echoes exist, absorptive or diffusive wall and ceiling panels may be required to eliminate or minimize the detrimental effects of the echoes.
- 3) FAV is not responsible for any costs related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.

2. THE CUSTOMER SHALL BE RESPONSIBLE FOR:

- a. The Customer shall have a representative (one person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and FAV is accurate and responsive in the event of questions or problems that may arise during installation.
- b. The Customer shall clear the facility, auditorium, or other rooms involved in the installation of all activities, meetings, services, tours, demonstrations, rehearsals, weddings, etc. during the periods of installation. FAV will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required.

- c. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust free and air conditioned environment that is secure and quiet. The customer is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by FAV to the job site.

d. Electrical AC Power:

In the event that AC electrical power is required to be installed or conduit systems are required to support the audio/video systems, it is the responsibility of the Customer, at their expense, to provide these systems as indicated below:

General Requirements:

Providing and installing all AC electrical wiring, conduits, junction boxes, floor boxes, outlet boxes, raceways, and supporting materials for a complete, operational AC electrical system that meets the National Electrical Code and all applicable state and local building codes. The work is to be performed by a licensed electrical contractor.

- 1) In addition to the AC conduits, separate conduit systems shall be provided for the following when applicable to the systems being provided by FAV:
 - a) Microphone lines
 - b) Line level lines
 - c) Speaker lines
 - d) 70 volt speaker lines
 - e) Intercom lines
 - f) Control system lines
 - g) Video lines
 - h) RF lines
 - i) Data lines
 - j) Lighting system control lines.
- 2) Each conduit system shall be separated from AC conduits by a minimum of 12 inches.
- 3) All empty conduits shall be furnished with length marked type pull cords by Greenlee or Klein. In the event that pull strings are not provided in the conduit, additional labor charges for the pulling of wire will be assessed.

- 4) All wall mounted outlet boxes shall be deep electrical boxes unless otherwise specified.
- 5) 120 volt AC outlets for control consoles and control rooms: For each console area or control room where sound, video, and/or lighting equipment is located, at least four outlets are required on two independent 20 amp circuits. Each circuit shall have its own circuit breaker. Mount outlet boxes under control consoles on wall.
- 6) All floor outlet boxes shall be mounted flush with carpet rings.
- 7) 120 volt AC outlets for equipment racks: At least four outlets are required on four independent 20 amp circuits per rack. Each circuit shall have its own circuit breaker.

e. Lighting System Requirements:

The Customer's electrical contractor shall install a complete lighting system including dimmer racks, lighting fixtures, control panels, distribution equipment, and control and AC wiring including the following:

- 1) Provide and install the main A.C. service power feed and safety disconnect to the dimmer cabinet.
- 2) Mounting the dimmer cabinet.
- 3) Installation of outputs circuits between the dimmers and the lighting fixtures.
- 4) Mounting of lighting fixtures.
- 5) Installation and provision of control cables between dimmers, console, and remote control stations.
- 6) FAV and the lighting manufacturer must inspect and approve all electrical work prior to energizing the system. This is necessary to validate the warranty of the equipment. It will take approximately three weeks to schedule the manufacturer's representative to turn-on the system after the Customer or the electrical contractor has notified FAV the system has been installed and is ready.
- 7) Lighting systems require 120/208 Volt 5 wire AC service. If the existing AC service is not 120/208 volt, the Customer or electrical contractor shall notify FAV so that the Dimmer Rack may be changed to the appropriate voltage. This should be done at the beginning of the project.
- 8) All wiring between the output of the dimmers and the lighting instruments should be three wire with a separate conductor for hot, neutral, and ground. Shared or degraded neutrals are not acceptable and will void the warranty.

f. Audio/Video System Requirements:

- 1) Providing and preparing adequate space for speakers, speaker clusters, subwoofer cabinets, distributed under and over balcony speaker systems, stage monitor systems, equipment racks, control and mixing consoles, video monitors, video projectors, projection screens, and lighting equipment.
- 2) In the event floors are sloped or not level, the Customer is responsible for making the floor level under control consoles and equipment racks.
- 3) Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by sound/audio/video/lighting equipment racks. Sound, audio, video and lighting equipment produces heat which must be dissipated by ventilation or air conditioning. Prolonged operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to premature failure of components.
- 4) FAV is not licensed for and does not perform any AC electrical, carpentry, painting, masonry, or carpet laying work.

3. FOR SYSTEMS PROVIDED BY FAV, FAV SHALL BE RESPONSIBLE FOR:

- a. Providing line drawings for systems described in Section B.
- b. Fabrication and installation of audio/video systems described in Section B.
- c. Recommending required conduits, to be installed by the electrical contractor, for the audio/video/control systems.
- d. Installation of low voltage audio/video wiring for systems described in Section B.
- e. Electronic testing of audio systems described in Section B.
- f. Tuning of audio processors described in Section B.
- g. Testing and alignment of video systems described in Section B.
- h. Training.
- i. Warranty service.
- j. Providing as-built drawings for systems described in Section B.

J. ACCEPTANCE

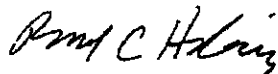
1. Customer personnel will be notified by FAV upon completion of the installation.
2. Demonstration of system performance will be during the training session.
3. Participants at the performance demonstration shall include personnel representing FAV and personnel representing City of Wichita, City Hall who are authorized to accept the system as complete and make final payment.

This proposal shall not be deemed as accepted by Ford Audio-Video until the executed contract is returned to Ford Audio-Video's credit department for final review and acceptance.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please contact me at 405-946-9966.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, INC.



Ronald C. Hoeberling
Account Manager

Cell: 913-708-1908
Email: hoebr@fordav.com
Website: www.fordav.com

**City of Wichita
City Council Meeting
December 18, 2007**

TO: Mayor and City Council Members

SUBJECT: City Council Chamber Electronic Systems Upgrade (All Districts)

INITIATED BY: Department of Public Works
Information Technology Department

AGENDA: ~~Unfinished Business~~ **CONSENT**

Recommendation: Approve the Contracts.

Background: In 1998, the City undertook a multi-year plan to renovate City Hall. The first phase of this project was the remodeling of the Council Chambers. Included in the Council Chamber remodeling was the installation of electronic systems for audio/visual presentations, televising the Council meetings live over Channel 7, and rebroadcast the Council meetings on Channel 7 throughout the week. The meetings are now available through video streaming over the City website also.

Technology is changing rapidly in the electronics industry, which causes system components to become outdated. In addition, electronic components are vulnerable to failure over time, and as they become outdated in the industry, finding replacement components becomes increasingly difficult if not impossible. It is common in the electronics industry to speak of a system's life expectancy in terms of 5 to 7 years. The system installed in the Council Chamber remodeling initiated in 1998 has reached the end of its useful life and needs to be replaced with a new updated system.

Analysis: After assessing the electronic needs of the Council facilities over the coming years, the following upgrades were deemed appropriate above simply upgrading the existing system with new components:

- Add electronic voting with a public display and integration to Council meeting minutes.
- Add the ability to do live TV programming from the new Boardroom across the hall from the Council Chamber with the control functions housed in the Council Chamber Control Room.
- Provide a media room adjacent to the new Boardroom with the capability to serve as a studio for creating video content.

Granicus, Inc., based in San Francisco, California, was selected to provide the electronic voting system for the Council Chamber. An RFP was issued to select a company to design, install and service the complete electronics package to serve the Council Chamber, Boardroom and Media Room, but excluding the Granicus system. A Staff Screening and Selection Committee evaluated the four proposals and selected Ford Audio-Video, based in Oklahoma City, Oklahoma, for this work. Ford A/V will establish an office in Wichita and provide service on a quick-response basis for the City's electronic system as part of their proposal.

Granicus, Inc. has proposed to furnish and install their electronic voting system with public display and Council meeting minutes integration for a lump sum fee of \$100,000. Ford Audio-Video has proposed to furnish and install the balance of all the electronic systems and components required to serve the Council Chamber, Boardroom and Media Room for a lump sum fee of \$416,507.53. Together, these two contracts total \$516,507.53.

Financial Considerations: The 2007-2016 Capital Improvement Program (CIP) (Project No. 435407, OCA No. 792459) included \$556,000 under City Hall Campus/Security Mods that was intended specifically for the Council Chamber Electronic Systems Upgrade as the final step in the First Floor Remodeling project. On September 25, 2007, Council adopted the Amended Resolution and authorized the necessary signatures.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing improvements to public facilities.

Legal Considerations: The Law Department has approved the Contracts as to form.

Recommendation/Action: It is recommended that the City Council approve the Contracts and authorize the necessary signatures.

Attachments: Contracts for Ford Audio-Video and Granicus, Inc.

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council Members

SUBJECT: Change Order: Douglas St. Drainage Outfall
(Districts I & VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On September 11, 2007, the City Council approved a construction contract with Wildcat Construction Company for a storm water drain along Douglas from the drainage canal to Old Town. A part of the project is the construction of an outfall structure at the drainage canal that includes a scour apron to prevent erosion. After the work began, it was determined that the scour apron needed to be lowered to avoid flow restrictions. In addition, the Kansas Department of Health and Environment is requiring that a waterline be encased because of its close proximity to a sanitary sewer.

Analysis: A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$24,030 with the total paid by the Storm Water Utility. The original contract amount is \$5,081,022. This Change Order represents 00.47% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving drainage in Old Town.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.



PUBLIC WORKS-ENGINEERING

November 5, 2007

CHANGE ORDER

To: Wildcat Construction Co., Inc.

Project: Douglas Ave. Drainage Outfall Phase
1; Wabash SS Replacement; Douglas
Water Main Replacement

Change Order No.: 1

Project No.: 468-84060

Purchase Order No.: 700966

OCA No.: 660798/620477/636183

CHARGE TO OCA No.: 660798 - \$ 5,091.00
636183 - \$18,939.00

PPN: 864501/667595/777574

Please perform the following extra work at a cost not to exceed \$24,030.00

Installation of the dual flap gates requires lowering the outfall pan by 6" to avoid flow restrictions. Lowering the concrete pan will require extra dewatering and wingwall construction to bring top of walls to plan elevation. Add modification of outfall structure to facilitate construction of dual flap gates. Due the to the close proximity of the sanitary sewer manhole and a 20" waterline, KDHE requires the waterline to be encased. Provide 20 lf of 30" diameter steel casing (0.312" wall thickness). Sand fill and seal per KDHE.

ADD:

Outfall Pan Modification – 1 LS @ \$5,091.00 = \$ 5,091.00

Encase 20" WL (20 lf) – 1 LS @ \$18,939.00 = \$18,939.00

Total \$24,030.00

Recommended By:

Lawrence Schaller, P.E.
Construction Engineer

Date

Approved:

Jim Armour, P.E.
City Engineer

Date

Approved:

Contractor

Date

Approved:

Chris Carrier, P.E.
Director of Public Works

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

CITY OF WICHITA
City Council Meeting
December 18, 2007

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 125 South West Street for the Improvement of West Street from Maple to Central (District IV and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition and disposition.

Background: On October 18, 2005 the City Council approved the improvement of West Street between Maple and Central. Existing pavement will be replaced, a center turn lane added, traffic signals will be upgraded and a new storm water sewer will be installed. The project will require the acquisition of all or part of 36 parcels. The tracts include residential, retail and commercial properties. On June 26, 2007 the City Council gave staff permission to initiate eminent domain on those parcel not yet acquired. The subject was included in this action. This acquisition consists of the east 10 feet (2,150 square feet) of the commercial property at 125 South West Street. The property is improved with a 9,800 square foot commercial/office masonry building on a 29,728 square foot lot.

Analysis: The building is required per code to have 35 parking spaces. The take will eliminate between five and seven parking spaces. The acquisition was appraised at \$110,000. This consists of \$19,000 for the land, \$6,000 for site improvements, and \$85,000 due to lost marketability due to insufficient parking. The owner originally countered at \$446,640 predicated on lost utility and the need to reconfigure the building due to the lost parking. Required parking can be administratively adjusted downward by up to 25% in cases such as this. Based on this, the owner is willing to accept \$125,000 for the taking. Upon approval of the contract, this property will be removed from the eminent domain action.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$142,000 is requested. This includes \$125,000 for acquisition, \$15,000 for sign relocation and \$2,000 for closing costs and title insurance.

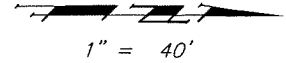
Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract maps, aerial map and real estate purchase agreement.

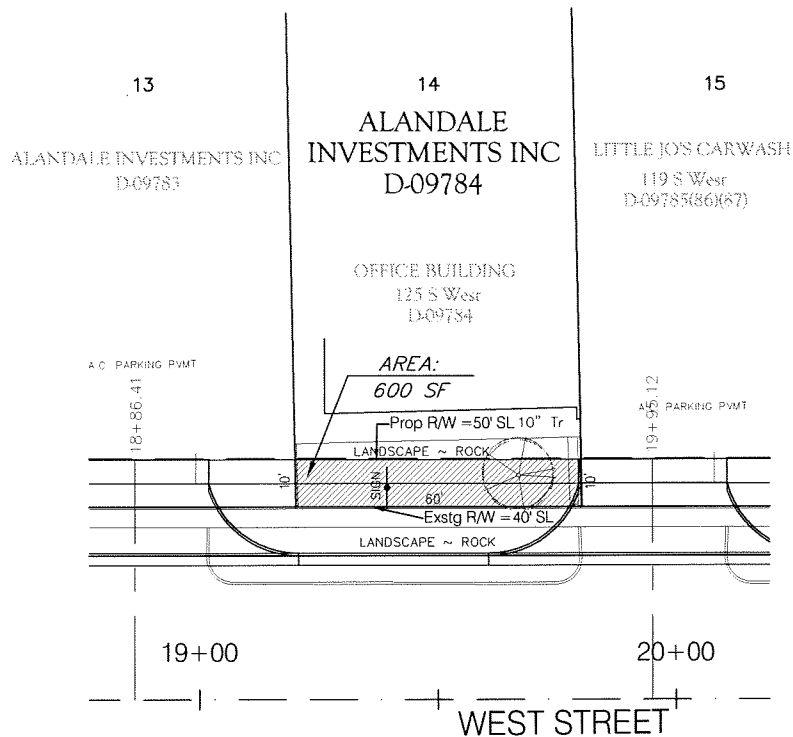
EXHIBIT



LEGAL DESCRIPTION:

*The East 10 feet of Lot 14, Block 1,
Westborough Second Addition to Wichita, Kansas.*

WESTBOROUGH SECOND ADDITION



New PL - Old BC
25.65'

New PL - New BC
19.65'

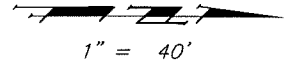


Baughman Company, P.A.

315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

F:eng/West Street Paving New/Exhibits/alandale 3

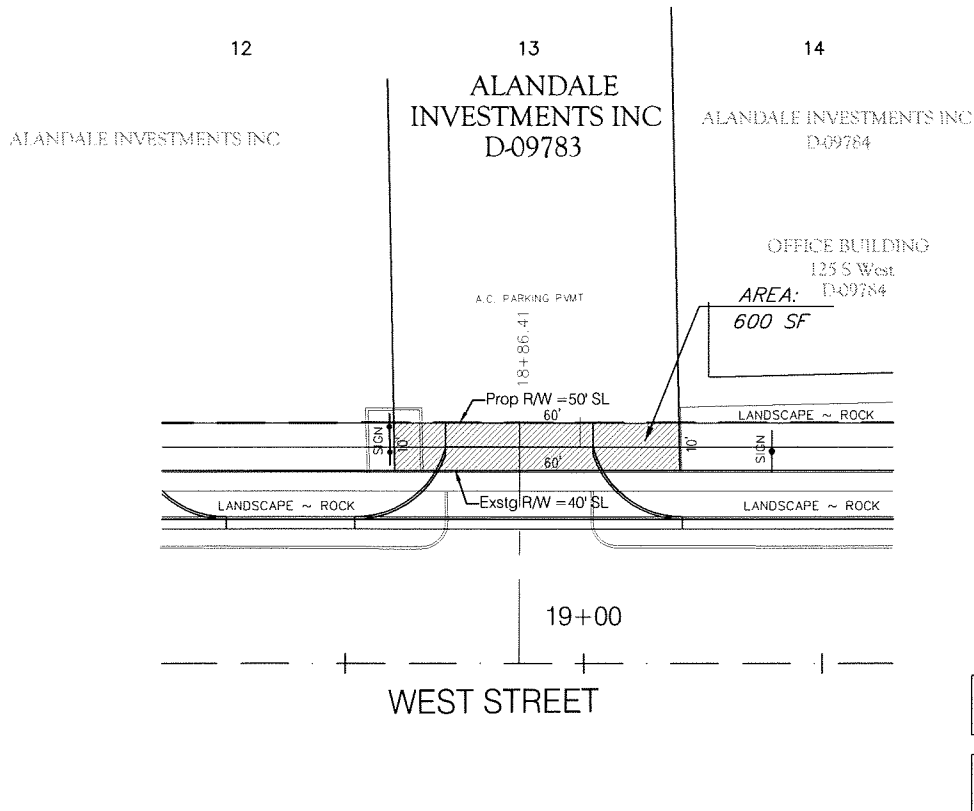
EXHIBIT



LEGAL DESCRIPTION:

*The East 10 feet of Lot 13, Block 1,
Westborough Second Addition to Wichita, Kansas.*

WESTBOROUGH SECOND ADDITION



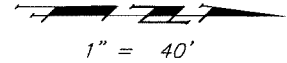
Baughman Company, P.A.

315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149

ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

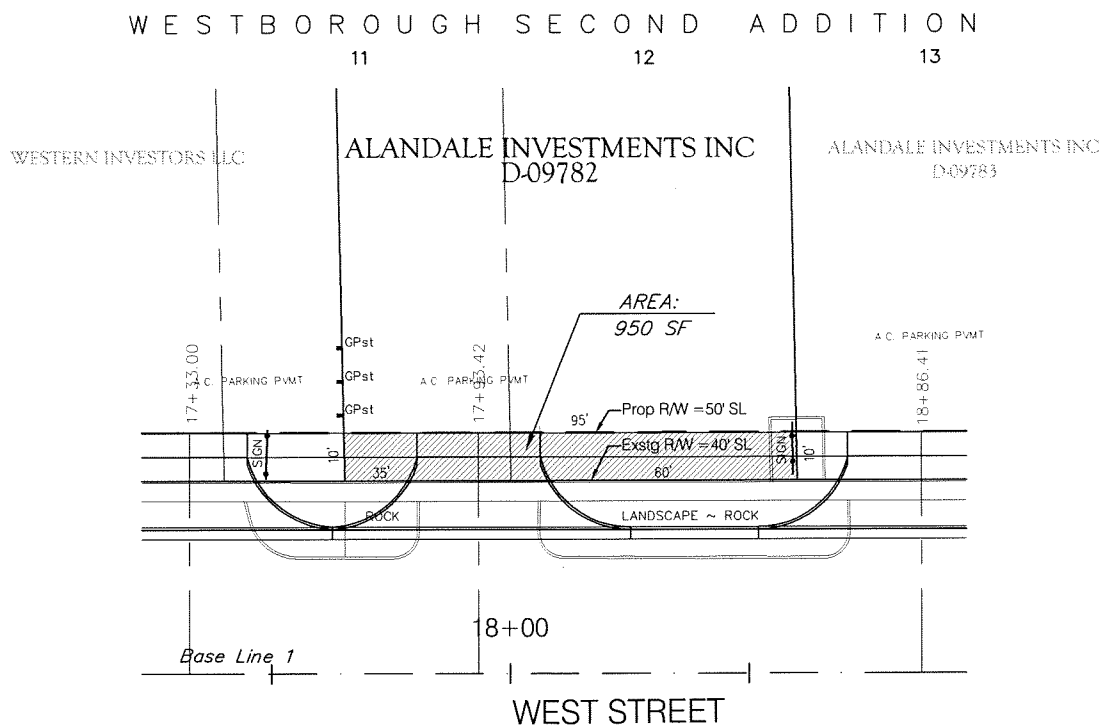
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EXHIBIT



LEGAL DESCRIPTION:

The East 10 feet of the following described tract of land:
The North 35 feet of Lot 11, Together with Lot 12,
Block 1, Westborough Second Addition to Wichita, Kansas.



New PL - Old BC
25.72'

New PL - New BC
19.63'



F:eng/West Street Paving New/Exhibits/alandale



125 South West Street



☐ Property
Parcels

☐ Roads

☐ State Highway

☐ US Federal Highway

☐ Interstate

☐ KTA

☐ Arterial

☐ Collector

☐ Minor

☐ Ramp

☐ Railroads

☐ Quarter Section

☐ Parks

☐ Airports

☐ SDERASTER.S-

☐ DEDATA.ORTH-

☐ Q

City Limits

Andale

Bel Aire

Bentley

Cheney

Clearwater

Colwich

Derby

Eastborough

Garden Plain

Goddard

Haysville

Kechi

Maize

Mount Hope

Mulvane

Park City

Sedgwick

Sedgwick County

Unincorporated

Valley Center

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REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 3 day of December, 2007 by and between Alandale Investments, Inc., hereinafter referred to as "Seller," whether one or more, and City of Wichita, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

The East 10 feet of the North 35 feet of Lot 11 and the East 10 feet of Lots 12, 13 and 14, Westborough Second Addition to City of Wichita, Sedgwick County, KS

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to Seller of the above described real property, the sum of One Hundred Twenty-five Thousand Dollars (\$125,000.00) exclusive of the cost of sign relocation as hereinbelow identified, expenses at the described premises, in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any, shall be adjusted and prorated as of the closing date. Taxes shall be pro-rated for the calendar year.

6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same and in the same condition as they now are, reasonable wear and tear excepted.

7. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 31, 2007.

8. Buyer agrees to provide relocation services for outdoor advertising sign. Relocation services are defined to include all utilities relocation and hook up of signage at the above described premises.

9. Buyer agrees to restore to Seller's specification and at its own cost, all damage to Seller's adjacent property including Seller's parking lot during the demolition and construction of any improvements at the above described premises.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs; the Seller 0%.

11. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Alandale Investments, Inc.

Mark A. Eaton

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
December 18, 2007

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 922 East 13th Street North for the 13th Street and Mosley Intersection Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 18, 2005, City Council approved a project to improve the intersection of Mosley and 13th Street North. The project will provide left turn lanes on 13th Street at Mosley. The traffic signals will be upgraded to provide left turn signal phases at all four approaches to the intersection. To accommodate the project, right-of-way must be acquired from ten tracts of land. On April 3, 2007, City Council approved the initiation of an eminent domain proceeding for the remaining three parcels. One of the remaining parcels is 922 East 13th. The property is improved as a used car sales lot.

Analysis: The project requires a corner taking, consisting of 276 square feet, from the property. A temporary easement is also required along the south boundary line. The improvements will not be impacted as a result of the project. The acquisition will require the relocation of a large light pole and portions of the security fence. The proposed acquisition was appraised at \$1,425 consisting of \$600 for the land, \$75 for the temporary easement and \$750 for damages to the property. The offer did not include costs to relocate the light pole. The owner has agreed to accept \$12,500 and assume responsibility for the light. Upon acceptance of this contract, the property will be deleted from the eminent domain action.

Financial Considerations: A budget of \$13,000.00 is requested. This includes \$12,500.00 for the acquisition and \$500.00 for closing costs and title insurance. The funding source is General Obligation Bonds and Federal Grants administrated by the Kansas Department of Transportation.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in this area.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract maps and aerial.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2007 by and between Earnestine Davison, hereinafter referred to as "Seller," whether one or more, and City of Wichita, a Municipal Corporation, referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed for the following described real property as road right-of-way and a temporary construction easement all situated in Sedgwick County, Kansas, to wit:

As right-of-way:

A portion of Lots 1 Mosley Avenue, Mills Addition to Wichita, Sedgwick County, Kansas described as follows:

Starting at the southwest corner of Lot 1, Mills Addition to Wichita, thence east along the south line of said Lot 1 18 feet to a point of beginning; thence north parallel to the west line of said addition for a distance of 23.50 feet; thence southeasterly for a distance of 33.23 feet to a point on the south line of said addition, said point being 41.50 feet east of the southwest corner of said addition; thence west along the south line of said addition for a distance of 23.50 feet to the point of beginning.

As temporary construction easement:

Commencing at a point on the south line of Lot 1, Mill's Addition to Wichita, Sedgwick County, Kansas, said point being 18 feet east of the southwest corner of said Lot 1; thence north parallel to the west line of said Addition for a distance of 23.50 feet for a point of beginning; thence continuing north parallel to the east line of said Addition for a distance of 15.50 feet; thence east perpendicular to the west line of said Addition for distance of 5 feet to a point, said point being 23 feet east of the west line of said Addition and 39 feet north of the south line of said Addition; thence south parallel to the west line of said Addition for a distance of 13.43 feet to a point, said point being 23 feet east of the west line of said Addition and 25.57 feet north of the south line of said Addition; thence southeasterly for a distance of 33.34 feet to a point, said point being 46.68 feet east of the west line of said Addition and 2 feet north of the south line of said Addition; thence east parallel to the south line of said Addition for distance of 93.43 feet to a point on the east line of said Lot 1, said point being 2 feet north of the south line of said Lot 1; thence south along the east line of said Lot 1 for a distance of 2 feet to the southeast corner of said Lot 1; thence west along the south line of said Addition for a distance of 98.50 feet to a point, said point being 41.50 feet east of the west line of said Addition; thence northwesterly for a distance of 33.23 feet to the point of beginning.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real properties the sum of Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00) in the manner following, to-wit: cash at closing.
3. A complete abstract of title certified to date, or a title insurance company's commitment

to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title. Buyer will order title at its cost.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), H.O.W. and interest, if any, shall be adjusted and prorated as of the closing date. Taxes shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year.

6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 31, 2007.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. Possession to be given to Buyer on closing date.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100 % by Buyer. Buyer will pay 100% closing costs.

10. Site Assessment

A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted, at Buyer's expense, an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to buyer any deposit made hereunder.

B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

11. Seller shall be responsible for the removal of the existing light pole in the parcel being transferred. Seller shall remove footings to depth of four feet. Any footings deeper than four feet will remain in place. Reinstallation of the light pole is at Seller's discretion.

12. Buyer will remove existing fencing as required and lay the fencing on the site. Any fencing removed will be replaced by temporary fencing during the project. Upon completion of the project, Seller will leave temporary fencing in place.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

BUYER:

By Direction of the City Council

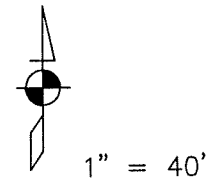
ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

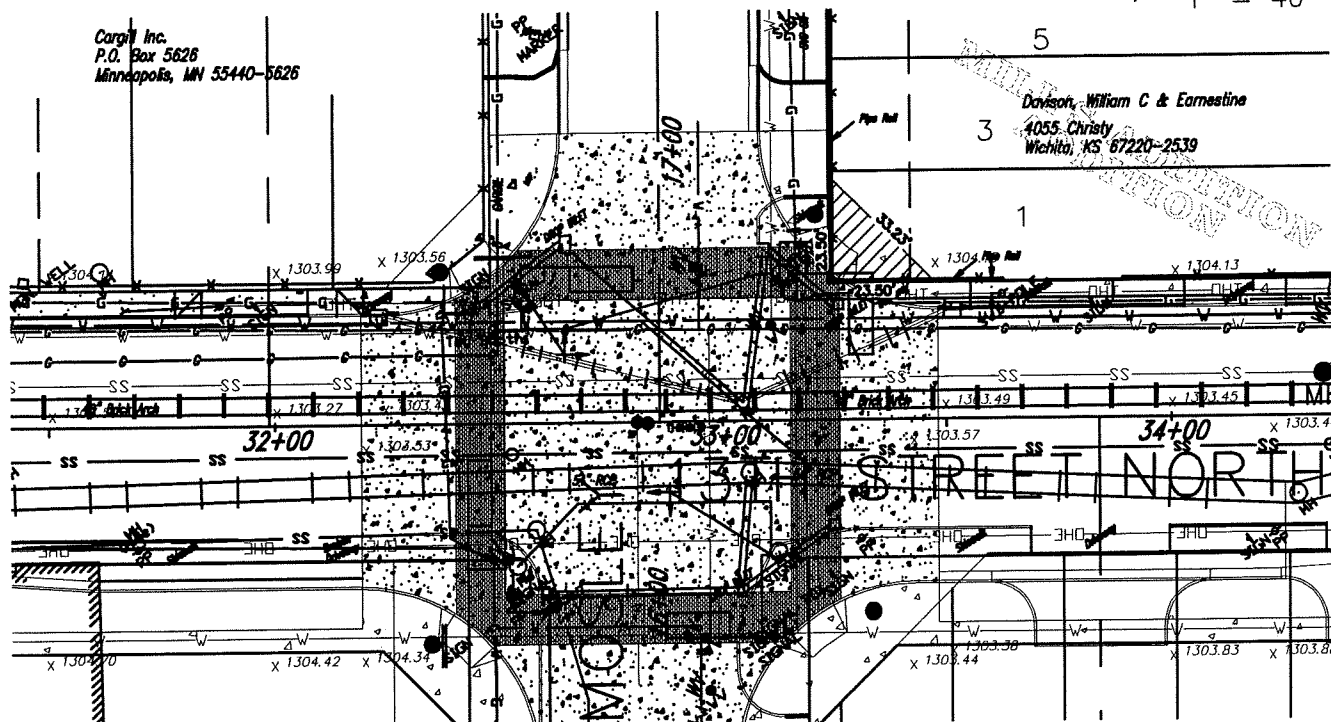
Approved as to Form:

Gary E. Rebenstorf, Director of Law



Cargill Inc.
P.O. Box 5626
Minneapolis, MN 55440-5626

Davison, William C & Earnestine
4055 Christy
Wichita, KS 67220-2539



ADDRESS:
922 E. 13TH ST. N.

TAX KEY#:
B-01796

OWNER:
William C. & Earnestine Davison

 = Proposed R/W Acquisition

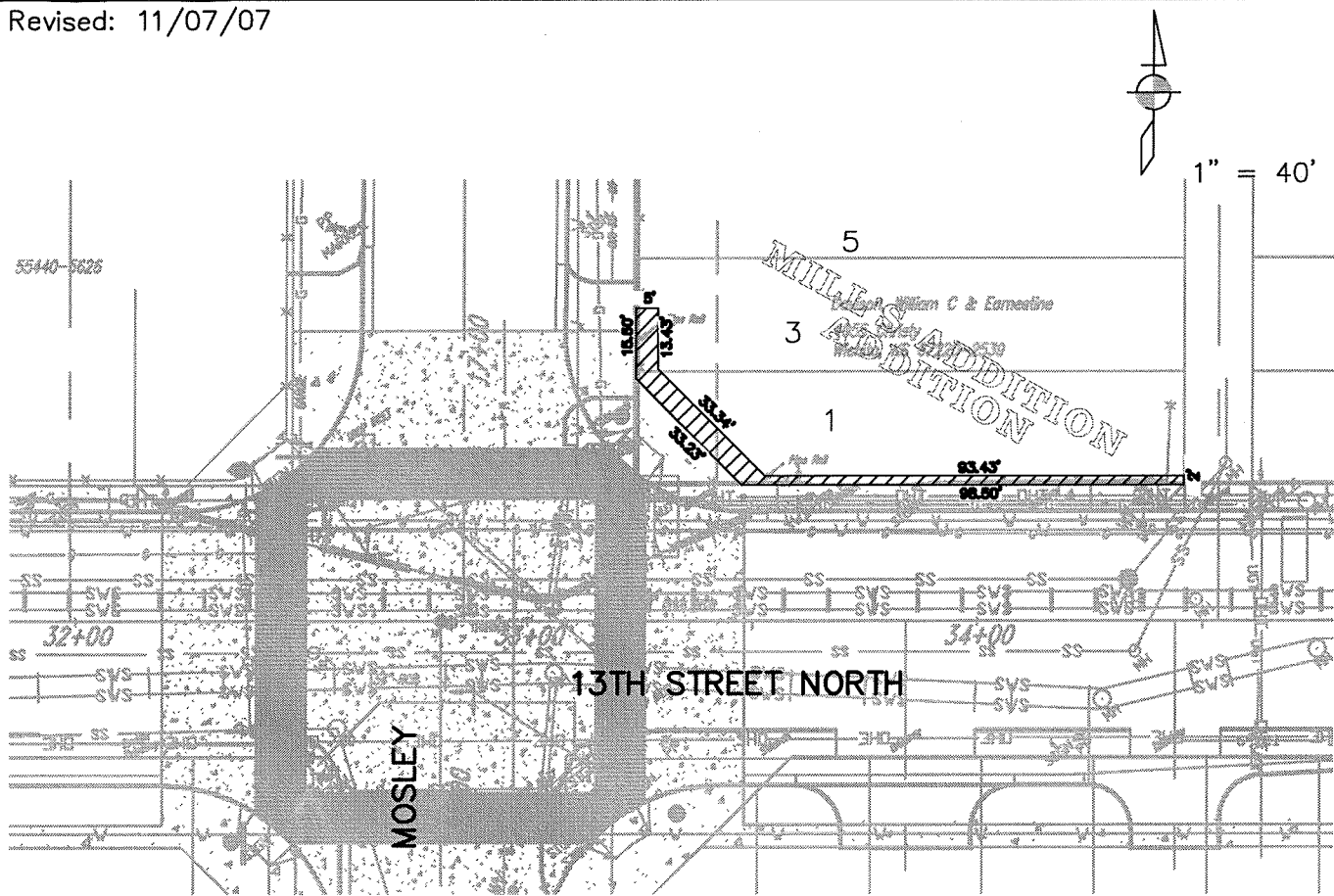
TRACT SIZE:
15,253 sq. ft.±

PROPOSED R/W ACQ. SIZE:
276 sq. ft.±

LEGAL: Lots 1,3,5,7 & 9 of Mill's Addition to Wichita, Sedgwick County, Kansas. EXCEPT the west 18 feet on Mosley Ave.

PROPOSED R/W ACQ. LEGAL: A point of beginning being a point on the south line of Lot 1, Mill's Addition to Wichita, Sedgwick County, Kansas, said point being 18 feet east of the southwest corner of said Lot 1; Thence north parallel to the west line of said addition for a distance of 23.50 feet; Thence southeasterly for a distance of 33.23 feet to a point on the south line of said addition, said point being 41.50 feet east of the southwest corner of said addition; Thence west along south line of said addition for a distance of 23.50 feet to the point of beginning.

Revised: 11/07/07



ADDRESS:
922 E. 13TH ST. N.

TAX KEY#:
B-01796

OWNER:
William C. & Earnestine Davison

 = Proposed Temp. Const. Esmt.

TRACT SIZE:
15,253 sq. ft.±

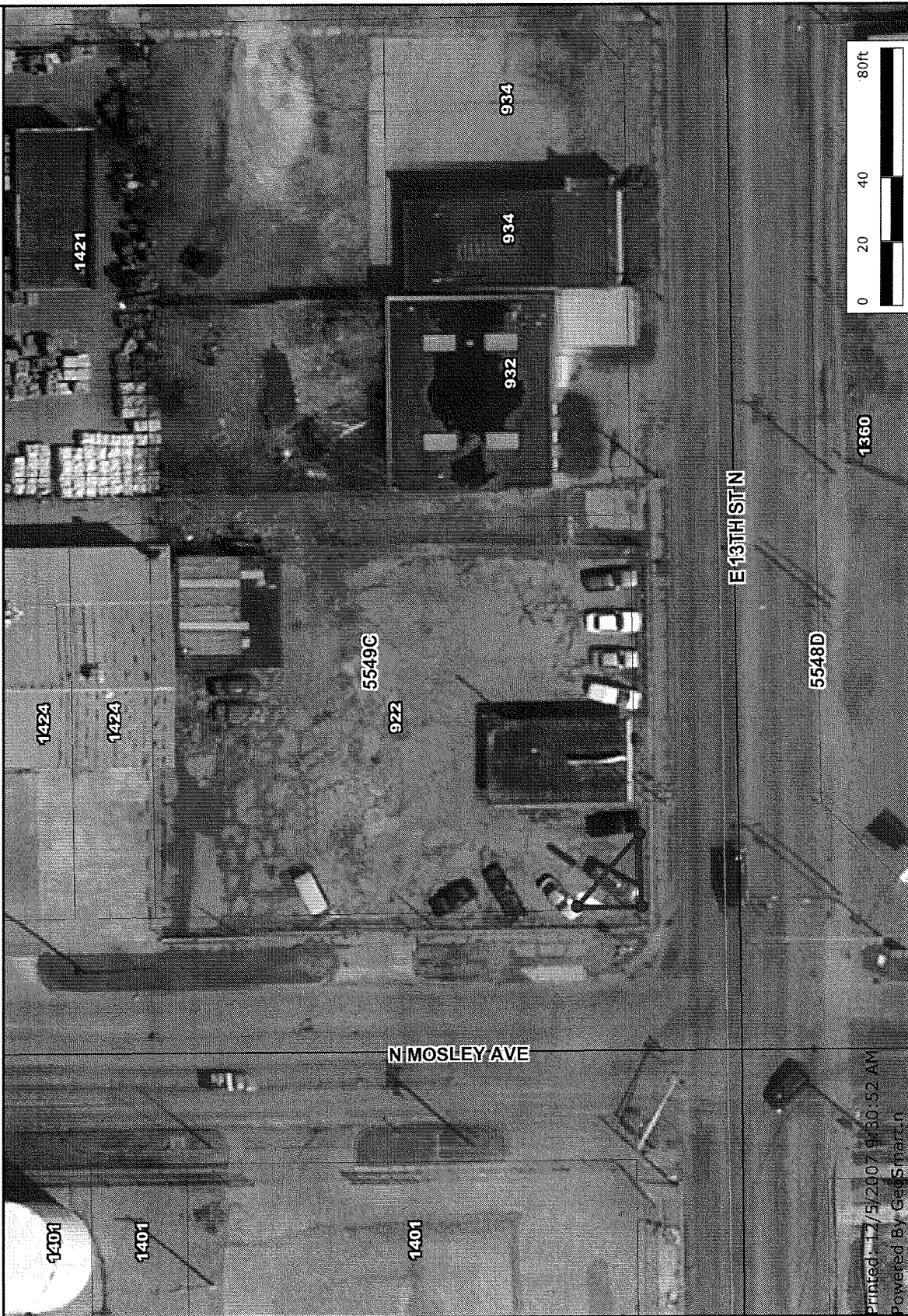
PROPOSED TEMP. CONST. ESMT. SIZE:
431 sq. ft.±

LEGAL: Lots 1,3,5,7 & 9 of Mill's Addition to Wichita, Sedgwick County, Kansas. EXCEPT the west 18 feet on Mosley Ave.

PROPOSED TEMP. CONST. ESMT. LEGAL: Commencing at a point on the south line of Lot 1, Mill's Addition to Wichita, Sedgwick County, Kansas, said point being 18 feet east of the southwest corner of said Lot 1; Thence north parallel to the west line of of said Addition for a distance of 23.50 feet for a point of beginning; Thence continuing north parallel to the east line of said Addition for a distance of 15.50 feet; Thence east perpendicular to the west line of said Addition for distance of 5 feet to a point, said point being 23 east of the west line of said addition and 39 feet north of the south line of said Addition; Thence south parallel to the west line of said Addition for a distance of 13.43 feet to a point, said point being 23 feet east of the west line of said Addition and 25.57 feet north of the south line of said Addition; Thence southeasterly for a distance of 33.34 feet to a point, said point being 46.68 feet east of the west line of said Addition and 2 feet north of the south line of said Addition; Thence east parallel to the south line of said Addition for a distance of 93.43 feet to a point on the east line of said Lot 1, said point being 2 feet north of the south line of said Lot 1; Thence south along the east line of said Lot 1 for a distance of 2 feet to the southeast corner of said Lot 1; Thence west along the south line of said Addition for distance of 98.50 feet to a point, said point being 41.50 feet east of the west line of said Addition; Thence northwesterly for a distance of 33.23 feet to the point of beginning.



922 East 13th



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- Property Parcels
- Roads
 - State Highway
 - US Federal Highway
 - Interstate
 - KTA
 - Arterial
 - Collector
 - Minor
 - Ramp
- Railroads
- Quarter Section
- Parks
- Airports
- SDERASTER-S-DEDATA.ORTH-O

City Limits

- Andale
- Bel Aire
- Bentley
- Cheney
- Clearwater
- Colwich
- Derby
- Eastborough
- Garden Plain
- Goddard
- Haysville
- Kechi
- Malze
- Mount Hope
- Mulvane
- Park City
- Sedgwick
- Sedgwick County
- Unincorporated
- Valley Center



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CITY OF WICHITA
City Council Meeting
December 18, 2007

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 5730 West Central for the Intersection Improvement Project at Central and Interstate 235 (Districts IV, V, and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 11, 2007, the City Council approved the roadway improvement of West Central Avenue at Interstate 235. Existing pavement will be replaced, traffic flow under Interstate 235 will be enhanced by adding turn lanes to facilitate traffic away from the Central Avenue traffic. Traffic signals will also be upgraded. The project requires the acquisition of parts of two properties. Temporary construction easements are also necessary as well as temporary easements from three additional properties. All of the properties are improved and zoned commercial. This particular acquisition is from an auto repair facility located at 5730 West Central. The site consists of 15,550 sf and is improved with a 1960, 3,510 sf facility.

Analysis: The proposed acquisition is a 200 sf, triangular shaped piece at the part nearest to the intersection of Central and Gilda, together with temporary construction easements along both Central and Gilda. The temporary easements are strips of land one foot wide along Gilda and is a ten feet wide along Central. Together, they contain an approximate 720 sf. Access to the site will remain during construction, but will be limited accordingly and traffic flow will be impeded. The appraised value of \$4,500 (\$10.00 psf for the proposed right-of-way) was rejected by the owners. The owners have agreed to settle at \$8,070, or \$5,000 for the land and as damages to the remainder, \$3,000 for the temporary easements, and \$70 as reimbursement for costs incurred on the business advertising sign. While the land value seems high on a per square foot basis, the property is under contract at \$26 psf, or \$116 psf as improved.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$10,070 is requested. This includes \$8,070 for acquisition and \$2,000 for closing costs and title insurance.

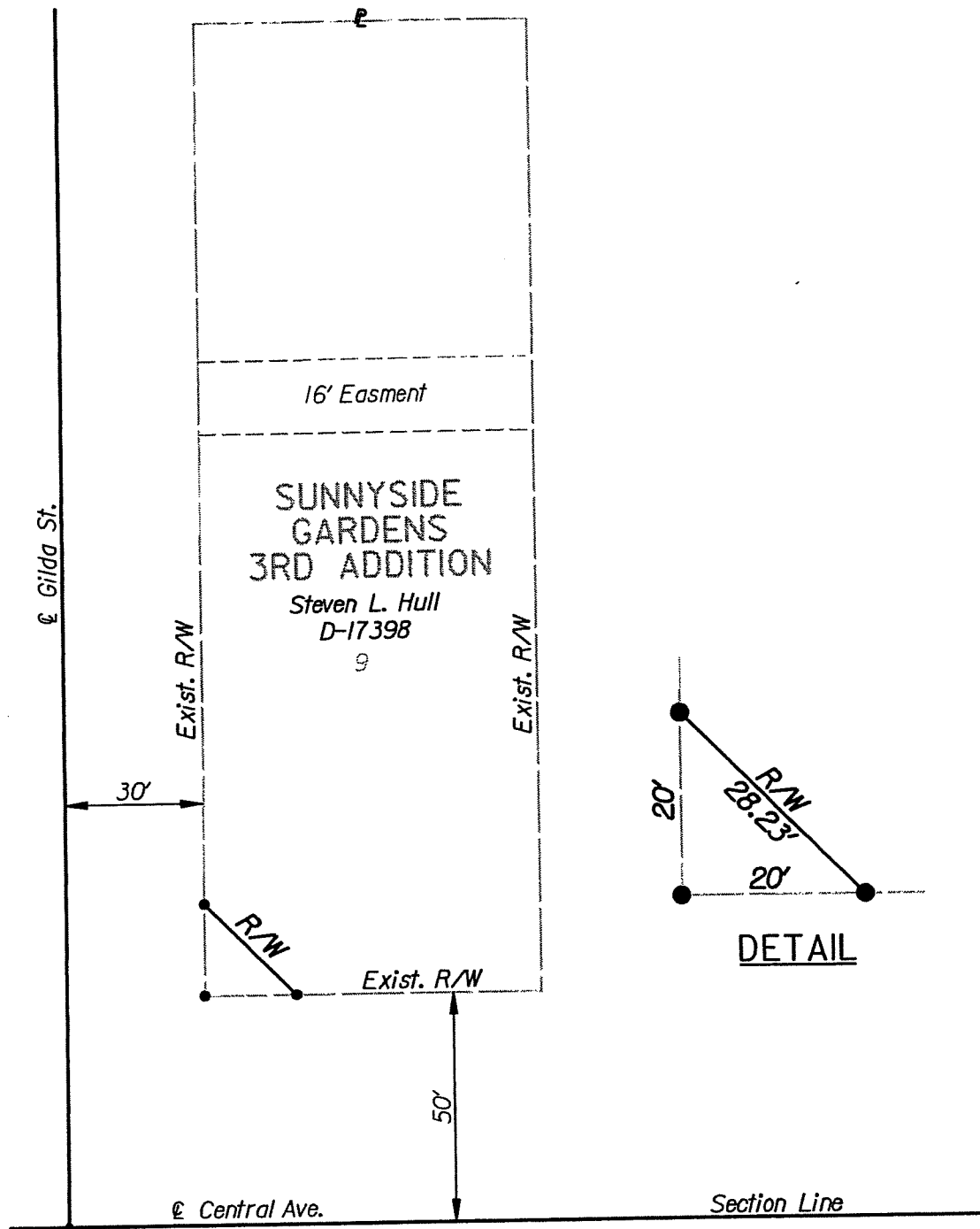
Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial and real estate purchase agreement.

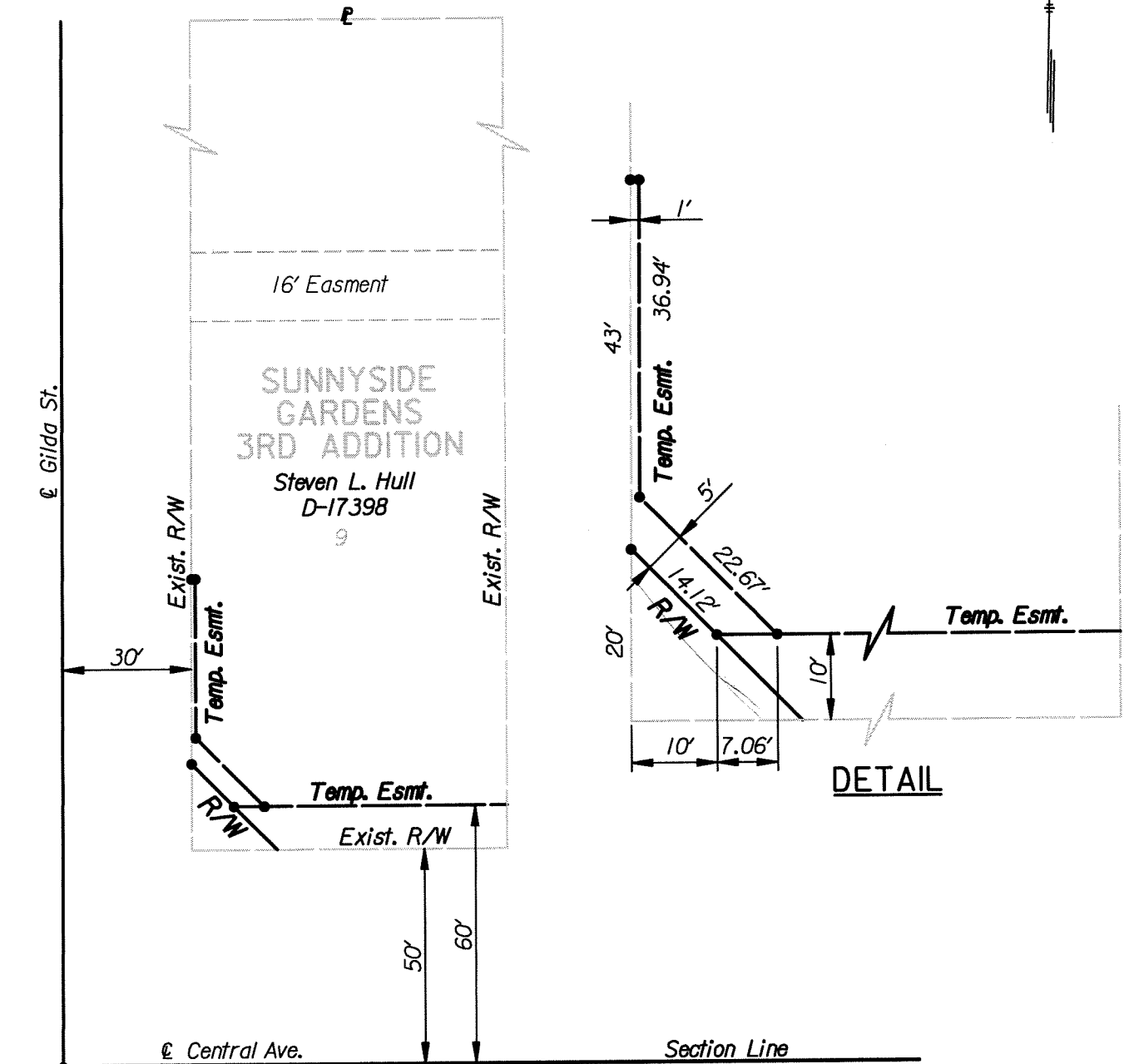
**Tract D-17398
Permanent Easement
for Right-of-Way**



LEGAL DESCRIPTION:

A tract of land lying within Lot 9 of Sunnyside Gardens 3rd Addition, Sedgwick County, Kansas, more precisely described as:
Beginning at the Southwest corner of said Lot 9; thence east, along the South line of said Lot 9, a distance of 20 feet; thence northwesterly for a distance of 28.23 feet to a point on the West line and 20 feet north of the Southwest corner of said Lot 9; thence south, along the West line of said Lot 9, a distance of 20 feet to the point of beginning; containing 200 square feet more or less.

**Tract D-17398
Temporary Construction Easement**

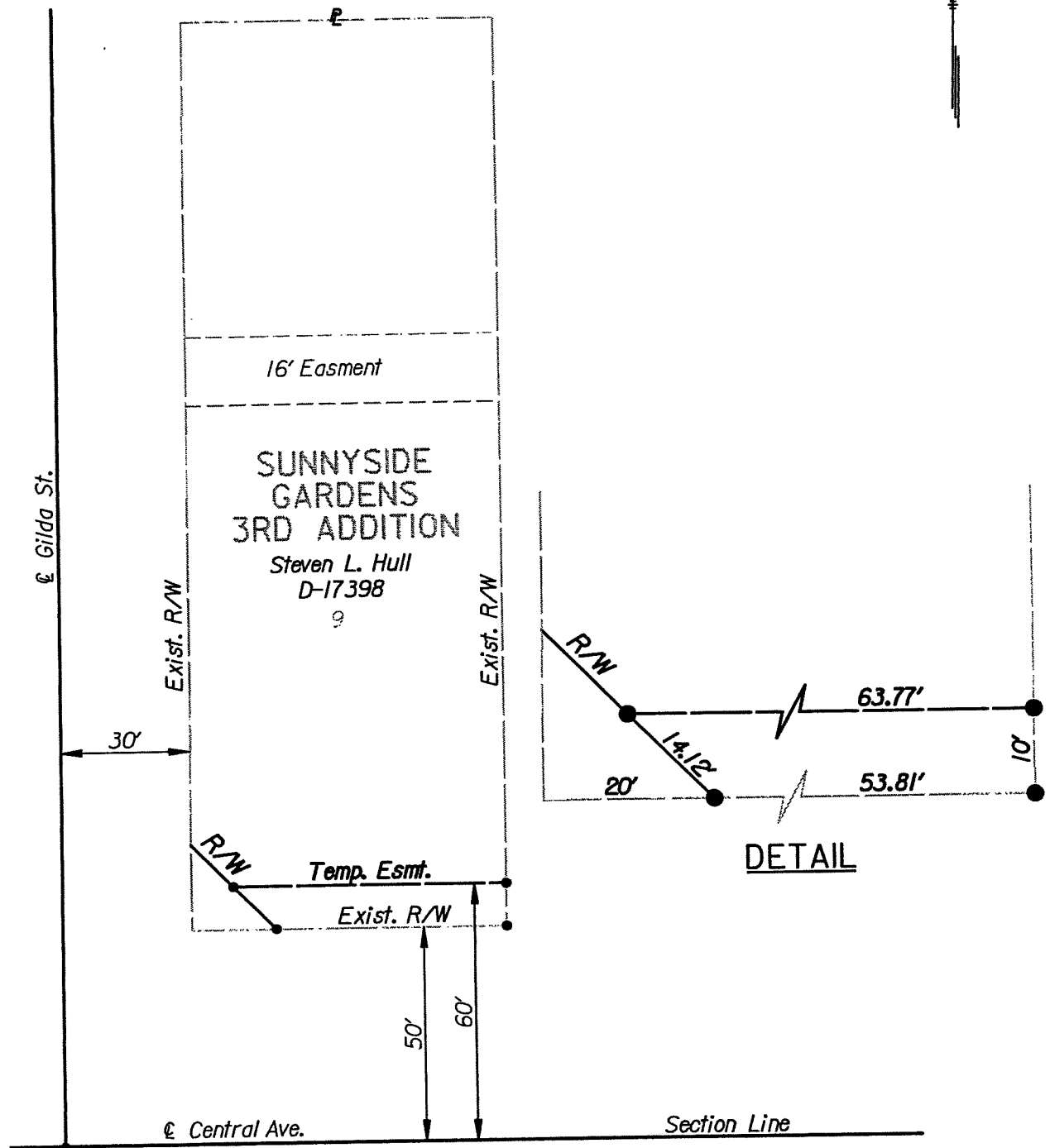


LEGAL DESCRIPTION:

A tract of land lying within Lot 9 of Sunnyside Gardens 3rd Addition, Sedgwick County, Kansas, more precisely described as:

Commencing from the Southwest corner of said Lot 9; thence north, along the West line of said Lot 9, a distance of 20 feet to the point of beginning; thence north, along the West line of said Lot 9, a distance of 43 feet; thence east, parallel with the South line of said Lot 9, a distance of one foot; thence south, parallel with the West line of said Lot 9, a distance of 36.94 feet; thence southeasterly for a distance of 22.67 feet to a point 17.06 feet east of the said West line and 10 feet north of the said South line; thence west, parallel with the South line of said Lot 9, a distance of 7.06 feet; thence northwesterly for a distance of 14.12 feet to the point of beginning; containing 131.54 square feet more or less.

**Tract D-17398
Temporary Construction Easement**



LEGAL DESCRIPTION:

A tract of land lying within Lot 9 of Sunnyside Gardens 3rd Addition, Sedgwick County, Kansas, more precisely described as:
Commencing from the Southwest corner of said Lot 9; thence east, along the South line of said Lot 9, a distance of 20 feet to the point of beginning; thence east, along the South line of said Lot 9, a distance of 53.81 feet to Southeast corner of said Lot 9; thence north, along the East line of said Lot 9, a distance of 10 feet; thence west, parallel with the said South line, a distance of 63.77; thence southeasterly for a distance of 14.12 feet to the point of beginning; containing 587.92 square feet more or less.



5730 West Central Aerial



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<input type="checkbox"/>	Historic Districts
<input type="checkbox"/>	Old Town Delano Overlay District
<input type="checkbox"/>	NO
<input type="checkbox"/>	YES
<input type="checkbox"/>	Property Parcels
<input type="checkbox"/>	Roads
<input type="checkbox"/>	State Highway
<input type="checkbox"/>	US Federal Highway
<input type="checkbox"/>	Interstate
<input type="checkbox"/>	KTA
<input type="checkbox"/>	Arterial
<input type="checkbox"/>	Collector
<input type="checkbox"/>	Minor
<input type="checkbox"/>	Ramp
<input type="checkbox"/>	Railroads
<input type="checkbox"/>	Quarter Section
<input type="checkbox"/>	Waterways
<input type="checkbox"/>	Streams
<input type="checkbox"/>	Historic Sites
<input type="checkbox"/>	REGIONAL
<input type="checkbox"/>	STATE/NATIONAL
<input type="checkbox"/>	STATE
<input type="checkbox"/>	Historic Environs
<input type="checkbox"/>	Parks
<input type="checkbox"/>	Airports
<input type="checkbox"/>	SDERASTER.S-DEDATA.ORTH-01FT
<input type="checkbox"/>	SDERASTER.S-DEDATA.ORTH-0
<input type="checkbox"/>	City Limits
<input type="checkbox"/>	Andale
<input type="checkbox"/>	Bel Aire

Dec 01 07 05:24p
NOV-29-2007(THU) 17:12
Nov 29 07 05:30p
CITY OF WICHITA

Doug
WORLD INTERACTIVE
Doug

316-943-3884
(FAX) 316 771 5051
316-943-3884
FAX 316 771 5051

P.2
P.001/002
P.1

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 29th day of NOV, 2007 by and between, Steven Hull, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

A tract of land lying within Lot 9 of Sunnyside Gardens 3rd Addition, Sedgwick County, Kansas, more precisely described as: Beginning at the Southwest corner of said Lot 9; thence east, along the South line of said Lot 9, a distance of 20 feet; thence northwesterly for a distance of 28.23 feet to a point on the West line and 20 feet north of the Southwest corner of said Lot 9; thence south, along the West line of said Lot 9, a distance of 20 feet to the point of beginning.

2. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient temporary construction easement for the following described real property, situated in Sedgwick County, Kansas, to wit:

A tract of land lying within Lot 9 of Sunnyside Gardens 3rd Addition, Sedgwick County, Kansas, more precisely described as: Commencing from the Southwest corner of said Lot 9; thence east, along the South line of said Lot 9, a distance of 20 feet to the point of beginning; thence east, along the South line of said Lot 9, a distance of 53.81 feet to the Southeast corner of said Lot 9; thence north, along the East line of said Lot 9, a distance of 10 feet, thence west, parallel with the said South line, a distance of 63.77 feet; thence southeasterly for a distance of 14.12 feet to the point of beginning;

and

A tract of land lying within Lot 9 of Sunnyside Gardens 3rd Addition, Sedgwick County, Kansas, more precisely described as: Commencing from the Southwest corner of said Lot 9; thence north, along the West line of said Lot 9, a distance of 20 feet to the point of beginning; thence north, along the West line of said Lot 9, a distance of 43 feet; thence east, parallel with the South line of said Lot 9, a distance of 1 foot; thence south, parallel with the West line of said Lot 9, a distance of 36.94 feet; thence southeasterly for a distance of 22.67 feet to a point 17.06 feet east of the said West line and 10 feet north of the said South line; thence west, parallel with the South line of said Lot 9, a distance of 7.06 feet; thence northwesterly for a distance of 14.12 feet to the point of beginning.

3. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, temporary construction easement the sum of Eight Thousand Seventy Dollars and No Cents (\$8,070.00) in the manner following, to-wit:

Dec 01 07 05:24p
NOV-29-2007(THU) 17:13
Nov 29 07 05:30p

Doug
WORLD INTERACTIVE

316-943-3884
(FAX) 316 771 5051

P. 1
P. 002/002

316-943-3884
PAGE 003/004 FAX SERVER P. 2

cash at closing.

4.. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title. Buyer will order title at its cost.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 15, 2007.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. Possession to be given to Buyer on closing date.

11. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100 % by buyer. Buyer will pay 100% closing costs.


12. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted, at Buyer's expense, an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.


B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



Steven Hull



Doug Warren
Floyd

City of Wichita/Hull Contract Continued:

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
December 18, 2007

TO: Mayor and City Council Members

SUBJECT: Acquisition of 5803 West Central for the Intersection Improvement Project at Central and Interstate 235 (Districts IV, V, and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 11, 2007, the City Council approved the roadway improvement of West Central Avenue at Interstate 235. Existing pavement will be replaced, traffic flow under Interstate 235 will be enhanced by adding turn lanes to facilitate traffic away from the Central Avenue traffic. Traffic signals will also be upgraded. The project requires the acquisition of parts of two properties. Temporary construction easements are also necessary as well as temporary easements from three additional properties. All of the properties are improved and zoned commercial. The acquisition from 5803 West Central involves a 10 foot wide strip along Central containing 2,150 square feet. The site has 31,800 square feet and is improved with a 5,000 square foot, free-standing office building.

Analysis: During the course of negotiations for the partial acquisition, it was learned that the entire site will be required for a Kansas Department of Transportation (KDOT) project involving the Central/I235 interchange. Engineering approached KDOT to ascertain if they had an interest in acquiring the property at this time. KDOT approved the acquisition and agreed to provide the local match of the federal 80/20 earmark. The property was appraised for the City at \$385,000, (72.75 psf). The owners appraiser valued the property at \$575,000, (\$108.63 psf). The owner has agreed to settle at \$520,000. This amount includes both the acquisition cost and all relocation benefits owed to the business. Before the property is razed, the building will be utilized as a construction office and staging site.

Financial Considerations: The funding source for the project is General Obligation Bonds with State and Federal reimbursement. A budget of \$547,500 is requested. This includes \$520,000 for acquisition, \$25,000 for demolition, and \$2,500 for closing costs and title insurance.

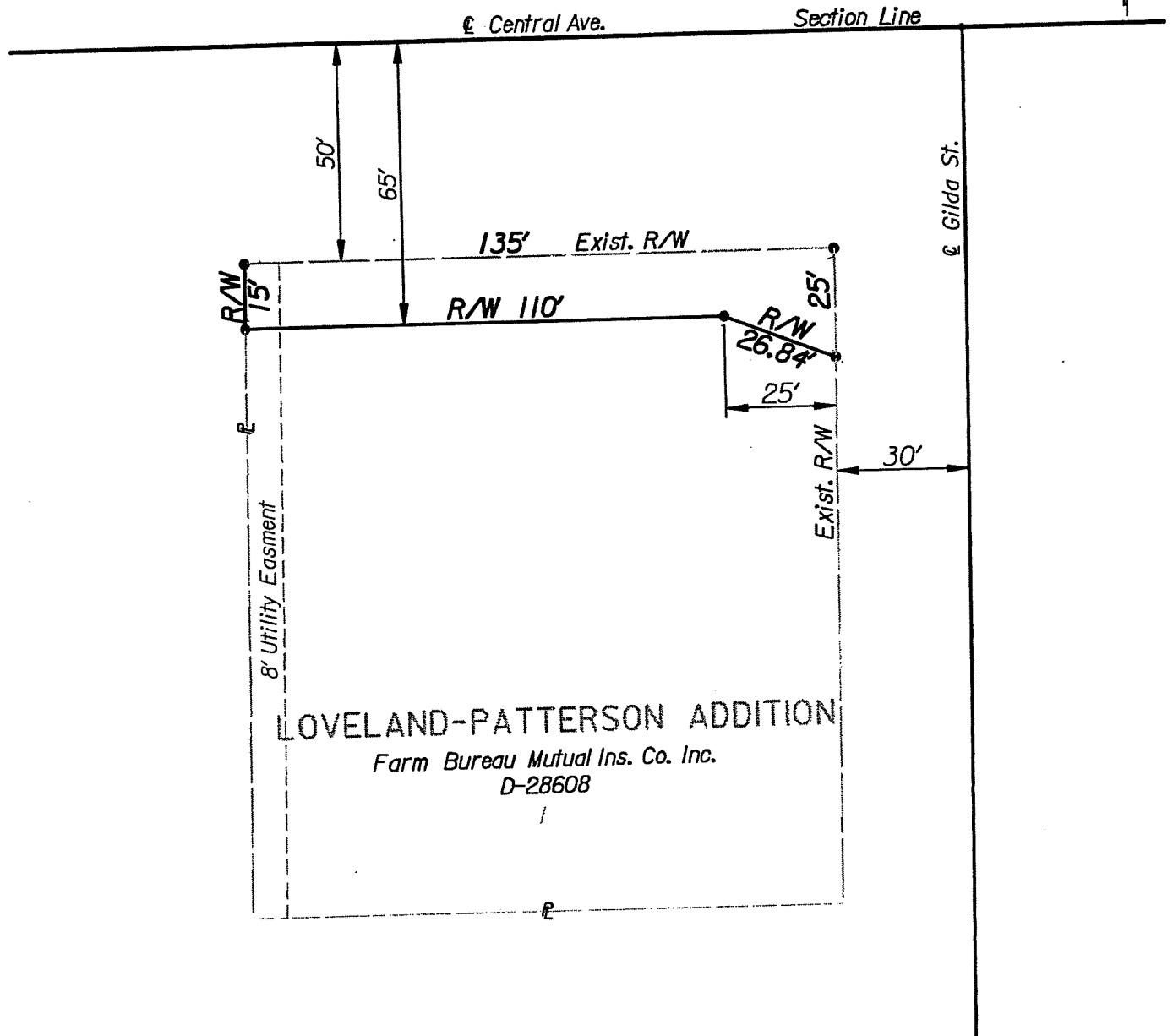
Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract maps, aerial and real estate purchase agreement.

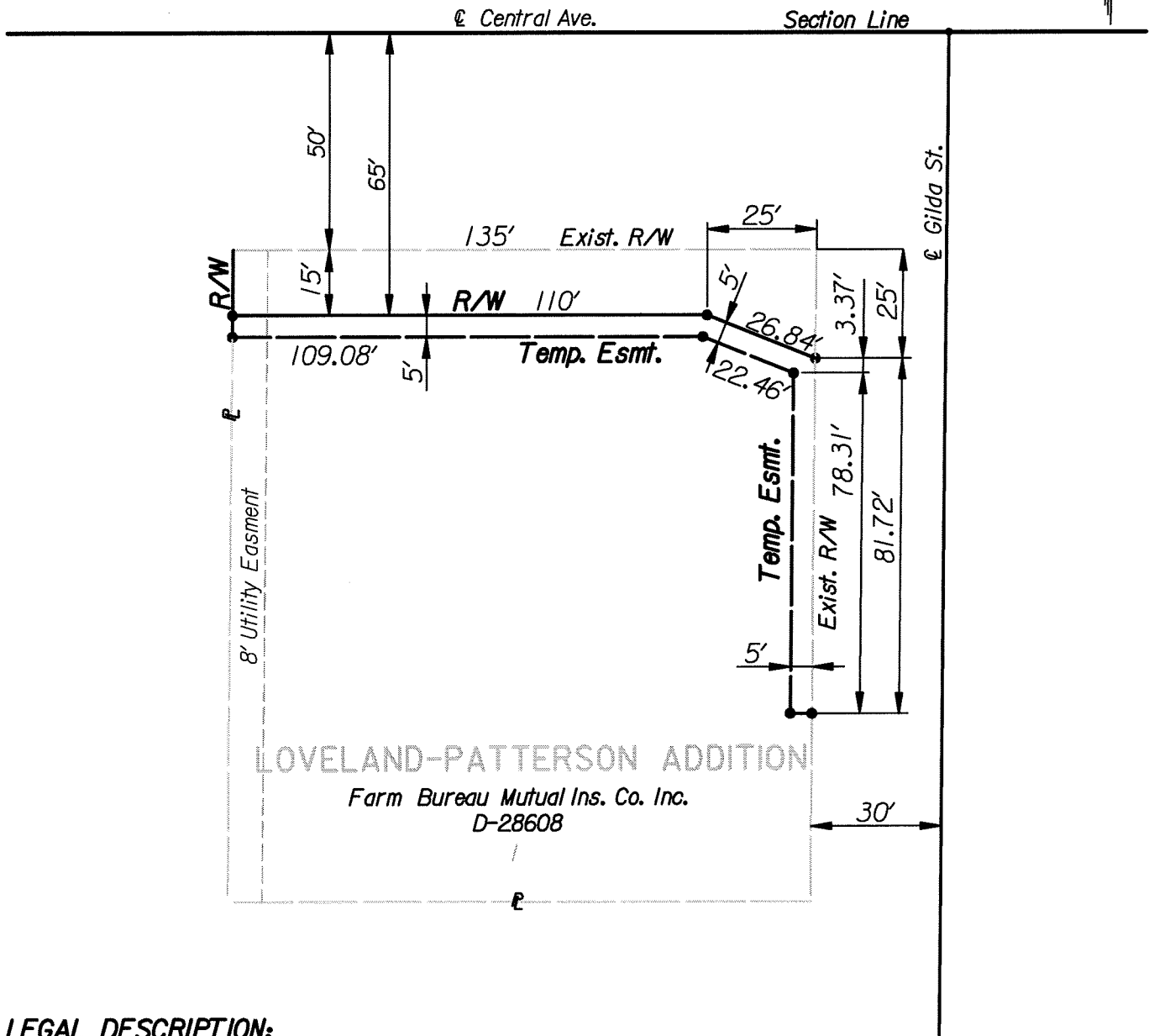
Tract D-28608
Permanent Easement
for Right-of-Way



LEGAL DESCRIPTION:

A tract of land lying within Lot 1 of Loveland-Patterson Addition, Wichita, Sedgwick County, Kansas, more precisely described as:
Beginning at the Northeast corner of said Lot 1; thence west, along the North line of said Lot 1, a distance of 135 feet to the Northwest corner of said Lot 1; thence south, along the West line of said Lot 1, a distance of 15 feet; thence east, parallel with the said North line, a distance of 110 feet to a point 25 feet west of the East line of said Lot 1; thence southeasterly for a distance of 26.84 feet to a point on the East line and 25 feet south of the Northeast corner of said Lot 1; thence north, along the East line of said Lot 1, a distance of 25 feet to the point of beginning; containing 2150 square feet more or less.

Tract D-28608
Temporary Construction Easement



LEGAL DESCRIPTION:

A tract of land lying within Lot 1 of Loveland-Patterson Addition, Wichita, Sedgwick County, Kansas, more precisely described as:

Commencing from the Northeast corner of said Lot 1; thence south, along the East line of said Lot 1, a distance of 25 feet to the point of beginning; thence northwesterly for a distance of 26.84 feet to a point 25 feet west of the East line and 15 feet south of the North line of said Lot 1; thence west, parallel with the North line, a distance of 110 feet; thence south, along the West line of said Lot 1, a distance of 5 feet; thence east, parallel with the North line, a distance of 109.08 feet; thence southeasterly for a distance of 22.46 feet to a point 5 feet west of the East line and 28.37 feet south of the North line; thence south, parallel with the East line, a distance of 78.31 feet; thence east, parallel with the North line, a distance of 5 feet to a point on the East line; thence north, along the East line, a distance of 81.72 feet to the point of beginning; containing 1071.05 square feet more or less.

5803 W Central Wichita KS



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2007 by and between Farm Bureau Mutual Insurance Company, hereinafter referred to as "FBMIC" and The City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "City."

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. FBMIC does hereby agree to sell and convey to City by a good and sufficient warranty deed the following described real properties (herein referred to as the "Property"), situated in Sedgwick County, Kansas, to wit:

Lot 1 and Lot 2 of Loveland-Patterson Addition to Wichita, Sedgwick County, Kansas

2. City hereby agrees to purchase, and pay to FBMIC, as consideration for the conveyance to it of the above described real property, the Purchase Price in cash at closing. The Purchase Price shall be the sum of Five Hundred Twenty Thousand Dollars and No One Hundreds (\$520,000.00).

3. All relocation benefits, if any, that FBMIC may be entitled associated with this transaction shall be deemed to be included in the purchase price described above.

4. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the appropriate party subject to easements and restrictions of record is required. The title evidence shall be sent to City for examination as promptly and expeditiously as possible, and it is understood and agreed that the parties shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

City will order title at its cost.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. FBMIC further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 10, 2007.

8. Possession to be given to City on closing date.

9. The parties covenant and agree that, except for referenced elsewhere herein, each is solely responsible for the payment of any technical or other professional services relating to the execution and performance of this Contract incurred by such party.

10. City and FBMIC covenant and agree that there was not a Seller's broker/licensee functioning as a designated Seller's agent for this transaction and therefore, no representation has

been made.

11. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by FBMIC and 100% by City.

12. City will pay 100% closing costs.

13. Taxes shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year.

14. Site Assessment

A. At any time prior to the closing of this agreement, the City shall have the right to conduct or cause to be conducted, at City's expense, an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the City shall have the right to void this agreement upon notice to FBMIC, in which event neither party shall be under any further obligation to the other, with the exception that FBMIC shall return to buyer any deposit made hereunder.

9/11/08
RPS
B. Provided, however, City shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The City shall, if City determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment within 60 days after this agreement is executed by all parties.

15. The terms of Paragraph, Item 3 shall survive closing.

16. The parties agree the conveyance anticipated herein is being done in lieu of condemnation by the City.

WITNESS OUR HANDS AND SEALS the day and year first above written.

FARM BUREAU MUTAL INSURANCE COMPANY:



ROGER P. SOMNER
Investment Vice President
Real Estate

CITY:


By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:



Gary E. Rebenstorf, Director of Law

**CITY OF WICHITA
City Council Meeting
December 18, 2007**

TO: Mayor and City Council Members

SUBJECT: Acquisition of 13510 West Central for the Improvement of the Central/135th Street West Intersection (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition and revised project budget.

Background: The City has preliminary plans to improve Central and the intersection of Central and 135th West. Currently, Central follows the section line west then jogs south about 70 yards approximately 1/3 mile east of 135th Street. West of 135th Street, Central resumes following the section line. The owners of 13510 West Central have requested that the City consider acquiring their property in advance of the improvement project. The property had approximately 1.85 acres and is zoned neighborhood office. It is developed with a 1,858 square foot residence built in 1952. There are two preliminary concepts for the improvement project. One calls for improving Central along the existing right of way. The second calls for following the section line and straightening Central. The property is platted to largely accommodate the first alignment although there is a contingent dedication for street that, if required, will necessitate removal of the house. The second alignment would require approximately the north 70 feet of the subject property and require the removal of two outbuildings.

Analysis: The owners have been attempting to sell the property for some time. It is listed at \$275,000 as two parcels or \$250,000 for the entire property. The uncertainties concerning the road improvements, specifically whether the arterial road will be located to the north or the south of the property, has negatively impacted the marketing effort. There was a firm offer to purchase the property for \$225,000 which was cancelled during the due diligence period when the buyers learned of the proposed road improvements and the uncertainty surrounding the alignment. The owners have requested that the City consider acquiring the property for the \$225,000 contracted purchase price. If the City were to acquire the property, it would be leased until the improvement project is initiated. During the project the site could be used for staging and upon project completion, the remnant could be sold.

Financial Considerations: The City Council previously approved \$160,000 for the design of the project. An additional \$227,000 is requested at this time for the right-of-way acquisition. This includes \$225,000 for acquisition and \$2,000 for closing costs and title insurance. The revised budget total is \$387,000. The funding source is General Obligation Bonds.

Goal Impact: The acquisition of this parcel will help ensure efficient infrastructure development in the area.

Legal Considerations: The Law Department has approved the authorizing ordinance and contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract, place the Ordinance on First Reading and 4) Authorize the necessary signatures.

Attachments: Aerial, real estate purchase agreement and ordinance.



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WICHITA



13510 West Central



- ☐ Identified Features
- ☐ Property Parcels
- Roads**
 - State Highway
 - US Federal Highway
 - Interstate
 - KTA
 - Arterial
 - Collector
 - Minor
 - Ramp
- Railroads**
- Quarter Section**
- Parks**
- Airports**
- CITY LIMITS**
 - ANDLER
 - Bel Aire
 - Bentley
 - Cheney
 - Clearwater
 - Colwich
 - Derby
 - Eastborough
 - Garden Plain
 - Goddard
 - Hayville
 - Kechi
 - Malize
 - Mount Hope
 - Mulvane
 - Park City
 - Sedgwick
 - Sedgwick County
 - Unincorporated



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2007 by and between Bradley and Roxann McLain, husband and wife, hereinafter referred to as "Seller," whether one or more, and City of Wichita, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

Lot 1, Block A, Zeigler Office Park Addition to City of Wichita, Sedgwick County, KS

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Two Hundred Twenty-five Thousand Dollars (\$225,000.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), H.O.W. and interest, if any, shall be adjusted and prorated as of the closing date. Taxes shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year.

6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same and in the same condition as they now are, reasonable wear and tear excepted.

7. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 31, 2007.

8. Buyer agrees to provide relocation services for outdoor advertising sign.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 50% by seller and 50% by buyer. Buyer will pay 50% closing costs; the Seller 50%.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Bradley McLain

Roxann McLain

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. **46-171** OF THE CITY OF WICHITA, KANSAS DECLARING **CENTRAL AVENUE, BETWEEN 135TH ST. WEST AND 119TH ST. WEST (472-84017)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Ordinance **46-171** is hereby amended to read as follows:

“SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Central Avenue, between 135th St. West and 119th St. West (472-84017)** as a main trafficway in the follow particulars:

The design and acquisition of right-of-way as necessary for a major traffic facility.”

SECTION 2. SECTION 3 of Ordinance **No. 46-171** is hereby amended to read as follows:

“SECTION 3. The cost of the construction of the above described improvements is estimated to be **Three Hundred Eighty-Seven Thousand Dollars (\$387,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 3. The original SECTIONS 2 and 3 of Ordinance **No. 46-171** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

**City of Wichita
City Council Meeting
December 18, 2007**

TO: Mayor and City Council

SUBJECT: Cheney Reservoir Watershed Cost-Share Agreement

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding with the Reno County Conservation District.

Background: Cheney Reservoir is a major water source for Wichita currently providing approximately 60 percent of the City's annual water supply. On August 24, 1993, City Council approved the concept of the City assuming part of the cost-share necessary to allow landowners to implement Best Management Practices in the watershed above the Reservoir that would help improve the water quality and extend the life of the reservoir. City Council has approved annual agreements with the Cheney Watershed Citizens Management Committee and the Reno County Conservation District to help implement improvements in the watershed. On September 19, 2006, City Council approved continued participation in the Cheney Watershed Protection Program.

Analysis: It has been determined that Cheney Reservoir has at least two significant pollution problems: sedimentation and phosphates. Sedimentation washes into the reservoir from soil erosion, which can reduce the useful life of the reservoir, and high phosphate levels can lead to an increase in microscopic plant activity such as algae, thereby increasing taste and odor problems in water from the lake.

The Reno County Conservation District has acquired funds from the Water Resources Cost Share Program (WRCS) and the Non-Point Source Pollution Control Fund (NPS). These programs help finance the installation of conservation practices to reduce pollution entering the reservoir. Under these programs, the producer can install Best Management Practices (BMP) that will reduce pollution from their land and apply for reimbursement for up to 70 percent of the cost of those improvements. The MOU facilitates a means whereby a producer can receive up to 100 percent reimbursement by having the City of Wichita provide up to 30 percent cost-share for the improvements. The producer would not be eligible for any costs that exceed the County Average Cost for the improvements.

Administration of the funds will be through the Cheney Watershed Citizens Management Committee. This committee, composed of landowners and producers in the watershed, is administering the Watershed Management Plan and coordinating the efforts to promote the installation of BMP in the watershed. This Agreement will help facilitate the creation of partnerships between producers in the watershed and the City that will reduce pollution entering Cheney Reservoir. Other counties in the watershed, Stafford County, Pratt County, and Kingman County, have agreed to participate. Projects completed in those counties will be submitted to the City through the Reno County Conservation District.

Alternatives: There are several alternatives that the City could pursue in attempting to reduce or eliminate pollution in Cheney Reservoir.

1) Participate in this program. The WRCS and NPS programs would provide 70 percent of the funds used to correct pollution problems in the basin, with the remaining 30 percent coming from the City.

2) Wait until the pollution problems are more severe; however, the City would risk not having any other funding sources participate in the cleanup of the drainage basin, and additional storage space will be lost to excess sedimentation. Furthermore, customer dissatisfaction with taste and odor, or the additional cost of treating the above, would have a detrimental impact.

3) Forego any efforts to work in the basin and respond to the water quality in the reservoir. The City Council has approved the use of ozone equipment to help address taste and odor problems, but if conditions in the reservoir deteriorate, the cost of treatments will increase. This treatment, however, does not remove the sediment coming into the reservoir. To remove the sediment after it is in the reservoir, and thus extend its life, would require that the sediment be dredged, which is a costly and environmentally destructive process.

Financial Considerations: The maximum WRCS available to a single producer in Reno County in the fiscal year will be to \$5,000, and limited to NPS Program funds of \$7,500 for livestock waste systems, or \$2,000 for household waste systems. The amount calculated is based on the County Average Cost, or actual cost, whichever is less. Reno County has WRCS funds of \$48,274 available in fiscal year 2008 while NPS has \$33,727.

Stafford County maximum WRCS available to a single producer will be limited to \$5,000, and limited to \$5,000 for the NPS Program. The total WRCS funds available in fiscal year 2008 will be \$37,833 and the NPS funds available will be \$21,602.

Pratt County maximum WRCS available to a single producer will be limited to \$3,500 and \$2,200 for the NPS Program. The total amount of WRCS funds available in fiscal year 2008 will be \$36,144 and the NPS funds available will be \$19,326.

Kingman County maximum WRCS available to a single producer is limited to \$3,500 and \$10,000 for the NPS Program for a livestock waste system, or \$2,000 for a household waste system. The total WRCS funds available in fiscal year 2008 will be \$27,855 and NPS will have funds available of \$16,954.

Funds have been allocated in CIP W-500, Cheney Watershed Protection Plan, for \$250,000 in 2008. The cost to the City shall not exceed \$45,031 for WRCS projects, and \$27,482 for NPS projects, for a total of \$72,513 in fiscal year 2008. Participation in these programs is voluntary, so it is likely that not all funds will be expended.

Goal Impact: Ensure efficient infrastructure by maintaining and optimizing public facilities and assets. While the work in the project occurs in the watershed above the reservoir, the intent is to improve the water quality and prolong the life of the reservoir

Legal Considerations: The Law Department has approved the Resolution and the Memorandum of Understanding as to form.

Recommendations/Actions: It is recommended that the City Council: 1) approve the Memorandum of Understanding with the Reno County Conservation District; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Attachments: Resolution
Cost-Share Agreement MOU

RESOLUTION NO. 07-_____

A RESOLUTION AMENDING RESOLUTION NO. **06-614** PERTAINING TO THE **CHENEY WATERSHED PROTECTION (W-500)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That Section 1 of Resolution No. **06-614** is hereby amended to read as follows:

“SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water Utilities such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, **the Cheney Watershed Protection Program (W-500)** (called the “Project”). The total costs of the Project are estimated to be **\$1,000,000** exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.”

SECTION 2. That Section 3 of Resolution No. **06-614** is hereby amended to read as follows:

“SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed **one million dollars (\$1,000,000)** exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.”

SECTION 3. That the original of Sections 1 and 3 of Resolution **06-614** is hereby rescinded.

Adopted by at least two-thirds of the City Council at Wichita, Kansas, _____.

(Seal)

CARL BREWER, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

(Published in the Wichita Eagle, on _____, 2007.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER UTILITIES OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$1,000,000 FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 07-_____, duly adopted _____, 2007, has amended Section 1 of Resolution R-06-614 to read as follows:

“SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water Utilities such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, **Protection of the Cheney Watershed (W-500)** (called the “Project”). The total costs of the Project are estimated to be **\$1,000,000** exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.”

You are hereby further notified that Section 3 of Resolution R-06-614 has been amended to read as follows:

“SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed **one million dollars (\$1,000,000)** exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.”

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$1,000,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water Utilities. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within Fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2007.

/s/ Carl Brewer, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk



Reno County
MOU 2008.pdf

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council

SUBJECT: Reconstruction and/or Rehabilitation of Sanitary Sewers

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the project expenditure for Reconstruction and/or Rehabilitation of Sanitary Sewers.

Background: The Sewer Maintenance Division of the Water & Sewer Department maintains the sanitary sewer system. Preventive maintenance includes the use of closed circuit cameras in evaluating the old sewer lines. The sewer lines that are in the poorest condition are scheduled for reconstruction or rehabilitation.

Analysis: The reconstruction and rehabilitation of sanitary sewers helps to eliminate stoppages, backups, and failures. These projects also help to reduce inflow and infiltration into the system. Maintenance costs are thereby reduced, as well as inconvenience to customers.

Financial Considerations: Capital Improvement Program, Reconstruction of Old Sanitary Sewers (CIP S-4), has a budget of \$4,600,000.00 for 2008 and will be funded from future revenue bonds and/or Sewer Utility cash reserves.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by providing reliable sewer service to the Sewer Utility customers

Legal Considerations: The Resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the project expenditures for 2008; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Attachment: Resolution for CIP S-4

RESOLUTION NO. 07-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$4,600,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility" (herein sometimes referred to as the "Utility"); and

WHEREAS, the Governing Body of the City, has heretofore by Ordinance 47-481, adopted May 15, 2007 and published in the official newspaper of the City on May 23, 2007, as required by law, authorizing the name change of the City of Wichita, Kansas Water and Sewer Utility to now be known as "Wichita Water Utilities" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, reconstruction of old sanitary sewers (S-4) (the "Project"). The total costs of the Project are estimated to be four million six hundred thousand dollars (\$4,600,000) in 2008 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed four million six hundred thousand dollars (\$4,600,000) in 2008 exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form

which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2007.

(Seal)

CARL BREWER, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

(Published in the Wichita Eagle, on _____, 2007.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER UTILITIES OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$4,600,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution 07-_____, duly adopted _____, 2007, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water Utilities which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, reconstruction and relocation of old sanitary sewers (S-4) (called the "Project"). The total costs of the Project are estimated to be four million six hundred thousand dollars (\$4,600,000) in 2008. The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$4,600,000 in 2008, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water Utilities. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within Fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2007.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ KAREN SUBLETT, City Clerk

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council

SUBJECT: Water Distribution Mains for Future Development

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the expenditure for future water mains.

Background: This project is included in the ten-year Capital Improvement Program to serve future developments and newly annexed areas. It provides for the City's share in funding the installation of new water mains. These mains serve as the backbone of the system and establish the current service area of the water distribution system.

Analysis: The Water Master Plan indicates the need to extend the water distribution system where future growth and development is occurring. This is primarily due to growth outside of, or in addition to, the growth area of the City that was anticipated at the time of the master plan preparation. These projects are identified when a petition for water system extensions is received. The water utility pays for links and oversizing of the water system in developments. Funds are also used to design and relocate water mains for future Public Works projects.

Financial Considerations: Unidentified Water Mains (CIP W-65) has a budget of \$3,000,000 in 2008. It will be funded from future revenue bonds and/or Water Utility cash reserves..

Goal Impact: This project addresses the goal of efficient infrastructure by providing reliable water service to the Water Utility customers.

Legal Considerations: The Resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the project expenditures for 2008; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Attachment: Resolution for CIP W-65

RESOLUTION NO. 07-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER UTILITIES OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$3 MILLION EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility" (herein sometimes referred to as the "Utility"); and

WHEREAS, the Governing Body of the City, has heretofore by Ordinance 47-481, adopted May 15, 2007 and published in the official newspaper of the City on May 23, 2007, as required by law, authorizing the name change of the City of Wichita, Kansas Water and Sewer Utility to now be known as "Wichita Water Utilities" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water Utilities, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, construction of water mains for future development (W-65) (the "Project"). The total costs of the Project are estimated to be three million dollars (\$3,000,000) in 2008 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed three million dollars (\$3,000,000) in 2008 exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within

Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2007.

(Seal)

CARL BREWER, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

(Published in the Wichita Eagle, on _____, 2007.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER UTILITIES OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$3 MILLION, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 07-_____, duly adopted _____, 2007, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water Utilities which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, construction of water mains for future development (W-65) (called the "Project"). The total costs of the Project are estimated to be three million dollars (\$3,000,000) in 2008. The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$3 million in 2008, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water Utilities. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within Fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2007.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ KAREN SUBLETT, City Clerk

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council

SUBJECT: Sanitary Sewer Mains for Future Development

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the project expenditure for future sewer mains.

Background: This project is included in the ten-year Capital Improvement Program as sanitary sewer extensions to serve future developments, newly annexed areas, and to provide for the City's share of costs to construct new sanitary sewer mains to serve existing areas that are without sewer service. The funds are used to plan, model, design, construct and/or relocate sanitary sewers for future growth.

Analysis: The Sewer Master Plan indicates future needs to expand the sanitary sewer service area. This project is in support of the City of Wichita Sewer Master Plan.

Financial Considerations: Capital Improvement Program, Mains for Future Development (CIP S-5), has a budget of \$5,000,000 for 2008 and will be funded from future revenue bonds and/or Sewer Utility cash reserves.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by providing reliable sewer service to the Sewer Utility customers

Legal Considerations: The Resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the project expenditures for 2008; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Attachment: Resolution for CIP S-5

RESOLUTION NO. 07-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER UTILITIES OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$5 MILLION EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility" (herein sometimes referred to as the "Utility"); and

WHEREAS, the Governing Body of the City, has heretofore by Ordinance 47-481, adopted May 15, 2007 and published in the official newspaper of the City on May 23, 2007, as required by law, authorizing the name change of the City of Wichita, Kansas Water and Sewer Utility to now be known as "Wichita Water Utilities" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water Utilities, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, construction of sewer mains for future development (S-5) (the "Project"). The total costs of the Project are estimated to be 5 million dollars (\$5,000,000) in 2008 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed five million dollars (\$5,000,000) in 2008 exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within

Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2007.

(Seal)

CARL BREWER, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

(Published in the Wichita Eagle, on _____, 2007.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER UTILITIES OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$5 MILLION, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution 07-_____, duly adopted _____, 2007, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water Utilities which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, construction of sanitary sewer mains for future development (S-5) (called the "Project"). The total costs of the Project are estimated to be five million dollars (\$5,000,000) in 2008. The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$5 million in 2008, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water Utilities. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within Fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2007.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ KAREN SUBLETT, City Clerk

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council Members

SUBJECT: CSBG Review Committee Appointments

INITIATED BY: Human Resources

AGENDA: City Council

Recommendation: Appoint Council nominees to the public and community sector positions of the CSBG Review Committee.

Background: The City of Wichita receives federal Community Services Block Grant (CSBG) funds to provide services to low-income persons. Federal law governing the use of these funds mandates a board to participate in the development, planning, implementation, and evaluation of the CSBG program. By law the board must be tri-partite, with representatives of the public sector, various community sectors, and the low-income.

When the Council restructured advisory boards and commissions in 1999, it created the CSBG Review Committee to provide citizen input for the CSBG program, in compliance with federal law. The Council decided that Committee membership should come from members of the District Advisory Boards to access their special knowledge of the community.

Analysis: The Committee is a twelve-member board representing the three federally mandated sectors—public, community, and low-income. The public sector is four members appointed to represent the City Council. The community sector is four members appointed to represent community interests such as business, industry, labor, religious organizations, welfare, and education. Low-income residents elect the remaining four members of the Committee, one from each quadrant of the community.

The DAB members on the attached recommended appointment list volunteered to be appointed by the City Council as public and community sector representatives, based on their stated affiliations. The list also includes low-income members elected to fill four positions. Staff is requesting the City Council approve the nominations to represent the public sector and the community sector. No action is needed by the City Council for the four elected members.

Financial Considerations: The City's use of CSBG funds will not obligate general fund monies.

Goal Impact: The programs supported by CSBG funds will support a dynamic core area and vibrant neighborhoods, promote economic vitality and affordable living and enhance the quality of life of clients served.

Legal Considerations: The Committee nominations and low-income elections for Committee membership were completed in conformance with appropriate City Ordinances and federal regulations.

Recommendation/Action: It is recommended that the City Council appoint the public and community sector nominees to the CSBG Review Committee.

Attachments: Nominations to the CSBG Review Committee

NOMINATIONS TO THE COMMUNITY SERVICES BLOCK GRANT REVIEW COMMITTEE

For City Council Appointment:

DAB	DAB Member	To Represent
1	Steve Roberts	Public-City Council
1	Gerald Domitrovic	Public-City Council
3	Joann Hartig	Public-City Council
3	Billie Tucker	Public-City Council
4	Joshua Blick	Community-Business
4	Gerald Marsh	Community-Business
6	Jaya Escobar	Community-Welfare
1	Shontina Tipton	Community-Religious Organizations

No City Council Action Needed, Elected in November

DAB	DAB/Elected Member	To Represent
1	Sam Schrepel	Northeast
3	Charlotte Foster	Southeast
5	Teresa Cook	Southwest
6	C. Bickley Foster	Northwest

Agenda Item No. 23.

**City of Wichita
City Council Meeting**

December 18, 2007

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
Council District I

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the resolutions.

Background: On December 3, 2007, the Board of Code Standards and Appeals (BCSA) held a hearing on the following seven (7) properties. These properties are considered dangerous and unsafe structures, and are being presented to schedule a condemnation hearing before the Governing Body.

Analysis: Violation notices have been issued on these structures, however, compliance has not been achieved. Pre-condemnation and formal condemnation letters were issued and the time granted has expired. No action has been taken to repair or remove these properties.

<u>Property Address</u>	<u>Council District</u>
a. 331 North Ash	I
b. 1309 North Indiana	I
c. 1116 North Mathewson	I
d. 1121 North Green	I
e. 1421 North Grove	I
f. 1735 North Green	I
g. 2911 East 24th North	I

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: This structure have defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause it to be deemed as dangerous and unsafe buildings, as required by State Statute for condemnation consideration.

Recommendations/Actions: Adopt the attached resolutions to schedule a hearing and place this matter on the agenda for a Hearing before the Governing Body on February 5, 2008 at 9:30 a.m. or as soon thereafter.

Attachments: Letters to Council, Summaries, and Resolutions.

GROUP # 12

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **331 North Ash** and legally described as: The south half Lot 61 and all Lots 63, Short now Ash Street, Butler and Fisher's Subdivision of Lot 2, in Butler and Fisher's Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **February 5, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 24x38 feet in size. Vacant for at least a year, the structure has shifting and cracking concrete block foundation with missing block; cracked asbestos siding shingles; badly worn, sagging composition roof; dilapidated enclosed wood front porch; rotted and missing wood trim; and 20x20 shared accessory garage is dilapidated.

(b) Street Address: 331 North Ash

(c) Owners:
St. Mark United Methodist Church
1525 N. Lorraine
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record: None

(g) Mortgage Holder(s): None

(h) Interested Parties: None

_____**PUBLISHED IN THE WICHITA EAGLE ON**_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: THE SOUTH HALF LOT 61 AND ALL LOTS 63, SHORT NOW ASH STREET, BUTLER AND FISHER'S SUBDIVISION OF LOT 2, IN BUTLER AND FISHER'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **331 NORTH ASH** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 18th day of December 2007, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 5th day February 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at The south half Lot 61 and all Lots 63, Short now Ash Street, Butler and Fisher's Subdivision of Lot 2, in Butler and Fisher's Addition to Wichita, Sedgwick County, Kansas, known as: 331 North Ash, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 24x38 feet in size. Vacant for at least a year, the structure has shifting and cracking concrete block foundation with missing block; cracked asbestos siding shingles; badly worn, sagging composition roof; dilapidated enclosed wood front porch; rotted and missing wood trim; and 20x20 shared accessory garage is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 18th day of December 2007.

Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

DATE: December 4, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 331 North Ash

LEGAL DESCRIPTION: The south half Lot 61 and all Lots 63, Short now Ash Street, Butler and Fisher's Subdivision of Lot 2, in Butler and Fisher's Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24x38 feet in size. Vacant for at least a year, the structure has shifting and cracking concrete block foundation with missing block; cracked asbestos siding shingles; badly worn, sagging composition roof; dilapidated enclosed wood front porch; rotted and missing wood trim; and 20x20 shared accessory garage is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

GROUP # 13

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1309 North Indiana** and legally described as: Lot 41 and the North 8 1/3 feet of Lot 43, Indiana Avenue, H.O. Burleigh's Third Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **February 5, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 30x30 feet in size. Vacant for about 5 years, this structure has a cracking and shifting block foundation; broken and missing siding; badly worn composition roof with missing shingles; rotted decking on front porch; damaged siding and broken window on enclosed rear porch; and rotted wood trim and framing members.

(b) Street Address: 1309 North Indiana

(c) Owners:
Estate of Alva M. Dandrige
c/o Kay Chatman Sparks
2114 East Random
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 North Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 North Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s):
Department of Housing
332 Riverview
Wichita, KS 67202

(h) Interested Parties: None

OCA: 230200

_____**PUBLISHED IN THE WICHITA EAGLE ON**_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 41 AND THE NORTH 8 1/3 FEET OF LOT 43, INDIANA AVENUE, H.O. BURLEIGH'S THIRD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **1309 NORTH INDIANA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 18th day of December 2007, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 5th day February 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 41 and the North 8 1/3 feet of Lot 43, Indiana Avenue, H.O. Burleigh's Third Addition to Wichita, Sedgwick County, Kansas, known as: 1309 North Indiana, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 30x30 feet in size. Vacant for about 5 years, this structure has a cracking and shifting block foundation; broken and missing siding; badly worn composition roof with missing shingles; rotted decking on front porch; damaged siding and broken window on enclosed rear porch; and rotted wood trim and framing members.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 18th day of December 2007.

Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

DATE: December 4, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1309 North Indiana

LEGAL DESCRIPTION: Lot 41 and the North 8 1/3 feet of Lot 43, Indiana Avenue, H.O. Burleigh's Third Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 30x30 feet in size. Vacant for about 5 years, this structure has a cracking and shifting block foundation; broken and missing siding; badly worn composition roof with missing shingles; rotted decking on front porch; damaged siding and broken window on enclosed rear porch; and rotted wood trim and framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

GROUP # 13

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1116 North Mathewson** and legally described as: Lot 57 and 59 on Mathewson Avenue, in Getto's Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **February 5, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 30x45 feet in size. Vacant and open, this structure has a shifting, cracking and missing block foundation; missing aluminum siding; badly worn composition roof; the front porch block foundation is shifting, guard rails and wood deck are rotted and damaged; rotted and damaged wood trim and framing members; and the 10x10 foot accessory aluminum shed is rusted, dented, and has a missing door.

(b) Street Address: 1116 North Mathewson

(c) Owners:
Joetta Gilmore
c/o Traci Gilmore Page
2511 East Graham
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 North Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 North Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s):
Neighborhood Improvement
332 Riverview
Wichita, KS 67202

(h) Interested Parties: None

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 57 AND 59 ON MATHEWSON AVENUE, IN GETTO'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **1116 NORTH MATHEWSON** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 18th day of December 2007, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 5th day February 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 57 and 59 on Mathewson Avenue, in Getto's Addition to Wichita, Sedgwick County, Kansas, known as: 1116 North Mathewson, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 30x45 feet in size. Vacant and open, this structure has a shifting, cracking and missing block foundation; missing aluminum siding; badly worn composition roof; the front porch block foundation is shifting, guard rails and wood deck are rotted and damaged; rotted and damaged wood trim and framing members; and the 10x10 foot accessory aluminum shed is rusted, dented, and has a missing door.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 18th day of December 2007.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

DATE: December 4, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1116 North Mathewson

LEGAL DESCRIPTION: Lot 57 and 59 on Mathewson Avenue, in Getto's Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 30x45 feet in size. Vacant and open, this structure has a shifting, cracking and missing block foundation; missing aluminum siding; badly worn composition roof; the front porch block foundation is shifting, guard rails and wood deck are rotted and damaged; rotted and damaged wood trim and framing members; and the 10x10 foot accessory aluminum shed is rusted, dented, and has a missing door.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

GROUP # 13

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1121 North Green** and legally described as: Lot 18 and 20, Block 5, Esterbrook Park Addition, Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **February 5, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 26x37 feet in size. Vacant for at least 8 years, this structure has a cracking, shifting, and missing concrete block foundation; rotted and missing wood lap siding; sagging and badly worn composition roof with missing shingles and holes; rotted and missing wood trim and framing members; and the 10x10 foot accessory is deteriorated .

(b) Street Address: 1121 North Green

(c) Owners:
Terry Scott Herring
1107 North Green
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 North Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 North Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 18 AND 20, BLOCK 5, ESTERBROOK PARK ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **1121 NORTH GREEN** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 18th day of December 2007, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 5th day February 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 18 and 20, Block 5, Esterbrook Park Addition, Wichita, Sedgwick County, Kansas, known as: 1121 North Green, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 26x37 feet in size. Vacant for at least 8 years, this structure has a cracking, shifting, and missing concrete block crawl space; rotted and missing wood lap siding; INSERT.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 18th day of December 2007.

Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

DATE: December 4, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1121 North Green

LEGAL DESCRIPTION: Lot 18 and 20, Block 5, Esterbrook Park Addition, Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 26x37 feet in size. Vacant for at least 8 years, this structure has a cracking, shifting, and missing concrete block foundation; rotted and missing wood lap siding; sagging and badly worn composition roof with missing shingles and holes; rotted and missing wood trim and framing members; and the 10x10 foot accessory is deteriorated .

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

GROUP # 13

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1421 North Grove** and legally described as: South Half of lot 169 and All of 171, Tyler now Grove Street, Logan Addition, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **February 5, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 22x38 feet in size. Vacant since August 16, 2007, this structure has shifting and cracking concrete block basement walls; cracked, chipped, and missing siding; sagging composition roof; and the front porch is in poor condition.

(b) Street Address: 1421 North Grove

(c) Owners:
Barbara Jacobs (deceased)

Mennonite Housing Rehabilitation Services
2145 N. Topeka
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record: None

(g) Mortgage Holder(s):
Neighborhood Improvement Services
332 N Riverview
Wichita, KS 67202

Bank of America
Customer Service Research
475 Crosspoint Parkway
Getzville, NY 14068

(h) Interested Parties:
Burt A. White
Unknown Address

OCA: 230200

_____**PUBLISHED IN THE WICHITA EAGLE ON**_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: SOUTH HALF OF LOT 169 AND ALL OF 171, TYLER NOW GROVE STREET, LOGAN ADDITION, SEDGWICK COUNTY, KANSAS KNOWN AS **1421 NORTH GROVE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 18th day of December 2007, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 5th day February 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at South Half of lot 169 and All of 171, Tyler now Grove Street, Logan Addition, Sedgwick County, Kansas, known as: 1421 North Grove, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 22x38 feet in size. Vacant since August 16, 2007, this structure has shifting and cracking concrete block basement walls; cracked, chipped, and missing siding; sagging composition roof; and the front porch is in poor condition.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 18th day of December 2007.

Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

DATE: December 4, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1421 North Grove

LEGAL DESCRIPTION: South Half of lot 169 and All of 171, Tyler now Grove Street, Logan Addition, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 22x38 feet in size. Vacant since August 16, 2007, this structure has shifting and cracking concrete block basement walls; cracked, chipped, and missing siding; sagging composition roof; and the front porch is in poor condition.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

GROUP # 13

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1735 North Green** and legally described as: Lots 23 and 25, on Green Street, Walter Morris & Son's Fourth Addition to Wichita, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **February 5, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 32x22 feet in size. Vacant for at least 10 months, this structure has missing asbestos siding; badly worn composition roof; front porch is in poor condition; and the 27x18 foot wood accessory garage is in poor condition.

(b) Street Address: 1735 North Green

(c) Owners:
Themster Cook and Velma Cook
1739 North Green
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 North Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 North Main #1600
Wichita, KS 67202

United State of America
Eric Melgren, U.S. Attorney
401 N. Market Room 306
Wichita, KS 67202

Peter D. Keisler, U.S. Acting Attorney General
U.S. Department of Justice

(g) Mortgage Holder(s): None

(h) Interested Parties: None

_____**PUBLISHED IN THE WICHITA EAGLE ON**_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 23 AND 25, ON GREEN STREET, WALTER MORRIS & SON'S FOURTH ADDITION TO WICHITA, KANSAS KNOWN AS **1735 NORTH GREEN** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 18th day of December 2007, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 5th day February 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lots 23 and 25, on Green Street, Walter Morris & Son's Fourth Addition to Wichita, Kansas, known as: 1735 North Green, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 32x22 feet in size. Vacant for at least 10 months, this structure has missing asbestos siding; badly worn composition roof; front porch is in poor condition; and the 27x18 foot wood accessory garage is in poor condition.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 18th day of December 2007.

Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

DATE: December 4, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1735 North Green

LEGAL DESCRIPTION: Lots 23 and 25, on Green Street, Walter Morris & Son's Fourth Addition to Wichita, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 32x22 feet in size. Vacant for at least 10 months, this structure has missing siding; badly worn composition roof; buckled deck boards and deteriorating steps on the front porch; rotted wood trim and framing members; and the 27x18 foot wood accessory garage is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

GROUP # 13

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2911 East 24th Street North** and legally described as: Lot 1, Block N, Audrey Matlock Heights First Addition, an Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **February 5, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 45x26 feet in size. Vacant for about 4 months, this structure has extensive fire damage; missing wood siding; deteriorating composition roof with missing shingles and holes; fire damaged front porch overhang; and deteriorating wood trim and framing members .

(b) Street Address: 2911 East 24th Street North

(c) Owners:
Timothy H. Williams and Kiimberly L. Williams
2911 East 24th Street North
Wichita, KS 67219

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 North Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 North Main #1600
Wichita, KS 67202

Paul Morrison
Kansas Judicial Center (2nd Floor)
301 West 10th Street
Topeka, KS 66612

(g) Mortgage Holder(s):
Castle Investments LLC
A Kansas Corporation
1608 South Washington
Wichita, KS 67211

(h) Interested Parties:
Western Credit, Inc.
635 E 47th S
Wichita, KS 67216

OCA: 230200

_____**PUBLISHED IN THE WICHITA EAGLE ON**_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 1, BLOCK N, AUDREY MATLOCK HEIGHTS FIRST ADDITION, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **2911 EAST 24TH STREET NORTH** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 18th day of December 2007, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 5th day February 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 1, Block N, Audrey Matlock Heights First Addition, an Addition to Wichita, Sedgwick County, Kansas, known as: 2911 East 24th Street North, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 45x26 feet in size. Vacant for about 4 months, this structure has extensive fire damage; missing wood siding; deteriorating composition roof with missing shingles and holes; fire damaged front porch overhang; and deteriorating wood trim and framing members .

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 18th day of December 2007.

Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

DATE: December 4, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2911 East 24th Street North

LEGAL DESCRIPTION: Lot 1, Block N, Audrey Matlock Heights First Addition, an Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 45x26 feet in size. Vacant for about 4 months, this structure has extensive fire damage; missing wood siding; deteriorating composition roof with missing shingles and holes; fire damaged front porch overhang; and deteriorating wood trim and framing members .

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

CITY OF WICHITA
City Council Meeting
December 18, 2007

TO: Mayor and City Council Members

SUBJECT: Contract for Outside Legal Services – *Genesis Health Club, Inc., et al v. City of Wichita*, Case No. 05 CV 3410; Appellate Case 06-97486 AS

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Approve amendment to existing contract with outside counsel to increase maximum payment for fees and expenses.

Background: In September of 2005, the City was sued by Genesis Health Club, Inc. and some affiliated businesses in connection with a proposed Industrial Revenue Bond project that never culminated in the issuance of bonds. On September 28, 2005, the City Manager approved a contract with the firm of Hite, Fanning and Honeyman L.L.P. to defend the City in that lawsuit. The maximum payment for fees and expenses in that contract was \$24,000. In January of 2006, the contract was amended to add \$50,000 in payment authority, which proved sufficient to move the case through discovery and motion hearings to an eventual summary judgment in favor of the City. The plaintiffs docketed an appeal which has been fully briefed and is pending hearing on January 28, 2008.

Analysis: Hite, Fanning & Honeyman has performed substantial legal work in defending the appeal, and the maximum amount of fees and expenses set out in the amended contract has been met.

Financial Considerations: In order to continue to represent the City adequately in this matter such maximum amount needs to be increased by \$15,000. The fees and expenses for the City's defense of this lawsuit will be paid out of the Economic Development fund.

Goal Impact: Internal Perspective. The case involves a claim by the plaintiffs that approval of a letter of intent is an irreversible commitment by Council to pass future Ordinances for industrial bonds and tax abatements benefiting the applicant.

Legal Considerations: The additional amendment to the contract for legal services was drafted and approved as to form by the Law Department.

Recommendations/Actions: Approve the amendment to the contract, increasing the maximum amount that may be paid thereunder by \$15,000, and authorize the Mayor to sign.

Attachment: Second Amendment Agreement

SECOND AMENDMENT TO AGREEMENT

By and Between

THE CITY OF WICHITA, KANSAS

and

HITE, FANNING & HONEYMAN L.L.P.

THIS AGREEMENT made and entered into this _____ day of December, 2007, by and between THE CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas, having its principal office at 455 North Main Street, Wichita, Kansas (hereinafter called "City"), and HITE, FANNING & HONEYMAN L.L.P., having its principal office at 100 N. Broadway, Suite 950, Wichita, Kansas (hereinafter called "Attorney"),

WITNESSETH:

WHEREAS, the parties entered an agreement dated September 28, 2005, in which Attorney was retained by City to represent its interests in litigation (Sedgwick County District Court Case No. 05 CV 3410 Genesis Health Clubs, Inc., et al., v City of Wichita); and,

WHEREAS, the said agreement was amended on January 24, 2006, to increase the maximum amount of total payments thereunder to \$74,000; and

WHEREAS, it is necessary to amend the provisions of the agreement to increase the payments to be made to Attorney thereunder for fees and expenses to be incurred in connection with the continuing representation by Attorney of City's interests in said case, through the argument scheduled in the appellate courts.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. The provisions of paragraph 4 of the above-referenced September 28, 2005 agreement, as previously amended by the amendment of January 24, 2006, shall be amended to increase the maximum payment under said agreement to \$89,000.

2. All provisions of said agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first
above written.

THE CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

HITE, FANNING & HONEYMAN, L.L.P.

By _____

**CITY OF WICHITA
City Council Meeting
December 18, 2007**

TO: Mayor and City Council Members

SUBJECT: Professional Legal Services – Workers’ Compensation

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Approve the Agreement with Edward D. Heath, Jr., Attorney at Law, to provide workers’ compensation professional legal services.

Background: The City retains outside legal counsel to provide legal advice and handle workers’ compensation claims, litigation and related assignments. Because workers’ compensation litigation has become a specialized area of law, it is necessary to retain outside legal counsel to perform these services.

Analysis: Because of the variety and volume of legal issues and services that the claims will generate, outside legal counsel will be utilized to assist the Department of Law and the Risk Manager in performing a broad range of professional services related to workers’ compensation. To select legal representation in workers’ compensation cases commencing in 2007, a request for proposals was sent to 11 local attorneys and law firms that handle workers’ compensation matters. Four attorneys and firms responded to the request and two were interviewed by a panel. Those who were interviewed were evaluated on their experience, approach to problems, legal skills and knowledge, price and overall value. Mr. Heath was ranked the highest following the interviews, and was selected to provide services commencing in 2007. Mr. Heath has performed fully through 2007 and has agreed to continue to perform for 2008, without an increase in annual cost.

Financial Considerations: This Agreement provides authority for \$60,000, to be paid upon receipt of detailed billings of hourly work and expenses. The charges are reasonable for the amount of legal services involved. Payment will be from the Workers’ Compensation fund.

Goal Impact: Internal Perspective. The workers’ compensation services under this Agreement will be for all departments.

Legal Considerations: The Agreement has been prepared and approved as to form by the Law Department.

Recommendations/Actions: Approve the Agreement with Edward D. Heath, Jr., Attorney at Law, to provide workers’ compensation professional legal services, and authorize necessary signatures.

Attachment: Agreement

AGREEMENT

By and Between

THE CITY OF WICHITA, KANSAS

and

EDWARD D. HEATH, JR.

Attorney at Law

THIS AGREEMENT made and entered into this _____ day of December, 2007, by and between THE CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas, having its principal office at 455 North Main Street, Wichita, Kansas (hereinafter called "City"), acting for and on behalf of its Department of Law (hereinafter called "City Attorney"), and Edward D. Heath, Jr., Attorney at Law, having his principal office at 700 N. Topeka, Wichita, Kansas (hereinafter called "Attorney").

WITNESSETH:

WHEREAS, City, through its City Attorney, is authorized by law to employ outside counsel to assist the City Attorney in his representation of the legal interests of the City; and

WHEREAS, Attorney is desirous of providing legal services for the City and the City is desirous of retaining the services of Attorney; and

WHEREAS, it has been deemed necessary for City to employ outside counsel to provide legal services for the City in connection with workers' compensation claims, litigation and related assignments.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Attorney shall be retained by City to provide professional services in connection with workers' compensation claims, litigation, and related assignments as assigned by the City Attorney.
2. Attorney shall be compensated for professional services on the basis of time spent and

actual expenses incurred in performing services for and on behalf of the City of Wichita, except as noted. Attorney shall be compensated by the City on an hourly rate not to exceed One Hundred Dollars (\$100.00) per hour. Attorney shall be compensated for professional services associated with “Friendly Settlement Hearings” at a flat rate of Two Hundred Dollars (\$200.00) per hearing. In no event, however, shall the total compensation pursuant to this contract exceed the sum of Sixty Thousand Dollars (\$60,000.00), unless specifically authorized by the City Council of the City of Wichita, Kansas.

3. In addition, City agrees to pay the reasonable and necessary expenses and disbursements incurred by Attorney at the following rate:

- a. In-House photocopying \$0.15 per page
- b. Long Distance Actual cost incurred
- c. Out of town mileage \$0.43 per mile

4. Payments for professional services and expenses shall be made upon presentation of statements for the same as approved by the City Manager. There shall be no further compensation for services rendered or for expenses incurred in addition to those specified above in the absence of prior written consent.

5. This Agreement may not be assigned, transferred, or in any way disposed of by Attorney without first having obtained written approval from the City Manager or City Council of the City of Wichita, Kansas.

6. Attorney agrees that he will be available at all times for conferences and consultation with the City Council, the City Manager and/or the City Attorney throughout the term of this Agreement.

7. It is further understood and agreed that because of the responsibilities of the City Attorney under the statutes of the State of Kansas, the name of the City Attorney will appear on all documents and pleadings and Attorney will send no documents, applications or opinions of any kind to any agency or entity on behalf of the City, any of its agencies or departments, without consultation with the City Attorney or his designee, unless specifically requested to do so by the City Council or the City Manager. This Agreement contains no authorization for Attorney to sign

any papers or documents in the name of the City Attorney. Further, it is understood and agreed that Attorney shall have no authority to contract or incur any liability, cost or expense on the part of the City, except as may be authorized by this Agreement or specifically authorized in writing by the City Attorney.

8. The term of this Agreement shall be January 1, 2008 through December 31, 2008, unless sooner terminated as provided below. This Agreement may be renewed for an additional one-year term, upon mutual consent of the parties.

9. this Agreement is subject to cancellation by the City, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the Attorney. In the event of such termination prior to the expiration of the term of this Agreement or renewal, Attorney shall be paid for expenses and services rendered and for which payment has not been made.

10. In the event of termination, all files, exhibits, notes, research and other materials relating to any matter being handled by the Attorney pursuant to this Agreement will be turned over to the City upon termination, without regard to whether payment for services has been fully paid, unless otherwise agreed by the parties.

11. Attorney agrees to maintain professional liability coverage during the term of this Agreement, with the limits of such coverage to be not less than \$1,000,000.00.

12. Attorney agrees that he will observe the provisions of the Wichita Ordinance Against Discrimination and will not discriminate against any person in the performance of services under this Agreement because of race, color, sex, religion, national origin, ancestry, marital status, age or physical handicap, except where age or physical handicap is a bona fide occupational qualification.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

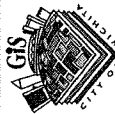
Edward D. Heath, Jr.
Attorney at Law

Approved as to Form:

Gary E. Rebenstorf
Director of Law



1248 South Topeka



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



QUIT CLAIM DEED

THIS INDENTURE, Made this ____ day of _____, 2007, between The City of Wichita, Kansas, a city of the first class operating and existing under the laws of the State of Kansas, party of the first part, and Unified School District No. 259, Sedgwick County, Kansas, a unified school district operating and existing under the laws of the State of Kansas, party of the second part.

WITNESSETH:

That said party of the first part, in consideration of the sum of ONE DOLLAR, the receipt of which is hereby acknowledged, does by these presents, remise, release and quit claim, unto said parties of the second part, their heirs and assigns, all the following described real estate situated in the City of Wichita, County of Sedgwick and State of Kansas, to-wit:

The South ½ of Lot 46 and Lot 48, Topeka Avenue, Zimmerly's 2nd Addition to Wichita, Sedgwick County, Kansas except that portion taken for right of way.

Grantee, heirs, agents, successors and assigns accept and agree to any and all existing covenants and restrictions of record and any future use of the property for the following uses shall be prohibited:

- A. Adult Book and Video Store
- B. Community Correctional Facilities
- C. Half-way Houses
- D. Drug or Alcohol Rehabilitation Facilities
- E. New or Used Car Sales Lot
- F. Multi-game, casino-style Gambling Facilities
- G. Commercial Billboards

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, forever.

IN WITNESS WHEREOF, the said party of the first part had hereunto set its hand the day and year first above written.

SELLER:
THE CITY OF WICHITA:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

State of KANSAS)
County of SEDGWICK)ss:

This instrument was acknowledged, before me this _____ day of _____ 2007, by Carl Brewer, Mayor, City of Wichita and Karen Sublett, City Clerk of the City of Wichita.

SEAL

Notary Public

My Commission Expires: _____

CITY OF WICHITA
City Council Meeting
December 18, 2007

TO: Mayor and City Council Members

SUBJECT: Transfer of Vacant Lot at 1248 South Topeka to USD 259 (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the transfer.

Background: USD 259 has acquired several properties adjacent to Lincoln School in preparation for the expansion of the playground and parking areas. The City owns a vacant lot adjacent to the properties acquired by USD 259. USD 259 has requested that the City transfer ownership of this lot to them to facilitate their assemblage.

Analysis: The lot was acquired by the City in 1998 as part of the Bayley Street Rail Corridor project. The project eliminated access for the improvements on the site, necessitating their removal. The lot is outside the boundaries of the rail corridor/lineal park project.

Financial Considerations: The City will be relieved of mowing and maintenance of the lot.

Goal Impact: Support a dynamic core area and vibrant neighborhoods by improving public schools and providing additional open space for recreational use.

Legal Considerations: The Law Department has approved the deed as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Deed and 2) Authorize all necessary signatures.

Attachments:

Aerial
Deed

CITY OF WICHITA
City Council Meeting
December 18, 2007

TO: Mayor and City Council Members

SUBJECT: Dedication of Property near 3300 South Rock Road for Public Purposes
(District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Accept the donation.

Background: The Ritchie Company has offered to donate land platted as Lot 7, Block A, Reserve B and parts of Reserve A, Rocky Ford Industrial Park to the City for public purposes. The parcel is located ¼ mile south of 31st Street South approximately 250 feet east of Rock Road. Access will be from 33rd Street, which has not yet been constructed. The site encompasses approximately 58.5 acres.

Analysis: The property, while platted and zoned, is currently undeveloped. The parcel is about 700 feet east of Rock Road. The donor will retain the frontage, approximately 21.5 acres, for future development. They also own 40 acres east of the parcel, which they plan to hold for future residential development. The land is well positioned in a rapidly growing part of the City. The land is being donated to the City without restriction. This will allow the City to utilize the land in whatever manner is deemed most appropriate.

Financial Considerations: There will be minimal maintenance costs due to the undeveloped nature of the property. There will be special assessments associated with the development of the Rocky Ford Industrial Park Addition of which this parcel is part. It is currently estimated that specials associated with this parcel will total approximately \$717,000. Initiation of payment on the special assessments has not been determined. A funding source will need to be identified when these payments start.

Goal Impact: Acceptance of this donation will assist the City in meeting future infrastructure and quality of life needs in the area.

Legal Considerations: The Law Department has approved the deed as to form.

Recommendation/Action: It is recommended that the City Council; 1) Accept the donation; and 2) Authorize all necessary signatures.

Attachments: Deed, aerial, plat

KANSAS SPECIAL WARRANTY DEED

31st South Rock Investments, LLC, a Kansas limited liability company ("Grantor"), conveys and grants to the City of Wichita, Kansas, a municipal corporation ("Grantee"), all of Grantor's right, title and interest in the following described interest in real estate, to wit:

Lot 7, Block A and Reserve B and Reserve C, in the Rocky Ford Industrial Park, Sedgwick County, Kansas,

as a charitable contribution without consideration.

Grantor hereby warrants title by, through and under Grantor, but not otherwise, subject to all easements, restrictions, rights of way, covenants, liens for non-delinquent taxes and assessments, and other matters of record.

Executed the ____ day of December, 2007.

31st South Rock Investments, LLC
By Ritchie Associates, Inc., its Manager

By: _____

Name: _____

Title: _____

STATE OF KANSAS)

) ss:

COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of December, 2007, by _____, the _____ of Ritchie Associates, Inc., in its capacity as Manager of 31st South Rock Investments, LLC, a Kansas limited liability company, for and on behalf and as the act and deed of said limited liability company.

NOTARY PUBLIC

My appointment expires: _____

THIS TRANSFER OF TITLE DOES NOT REQUIRE A SALES VALIDATION QUESTIONNAIRE AS IT WAS BY WAY OF GIFT, DONATION OR CONTRIBUTION (EXCEPTION 4).



Donation Parcel - 3300 South Rock Road



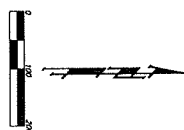
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<input type="checkbox"/>	US Federal Highway
<input type="checkbox"/>	Interstate
<input type="checkbox"/>	KTA
<input type="checkbox"/>	Arterial
<input type="checkbox"/>	Collector
<input type="checkbox"/>	Minor
<input type="checkbox"/>	Ramp
<input type="checkbox"/>	Railroads
<input type="checkbox"/>	Township and Range
<input type="checkbox"/>	Section
<input type="checkbox"/>	Quarter Section
<input type="checkbox"/>	Parks
<input type="checkbox"/>	Airports
<input type="checkbox"/>	SDERASTER.S-
<input type="checkbox"/>	DEDATA.ORTH-
<input type="checkbox"/>	O
<input type="checkbox"/>	City Limits
<input type="checkbox"/>	Andale
<input type="checkbox"/>	Bel Aire
<input type="checkbox"/>	Bentley
<input type="checkbox"/>	Cheney
<input type="checkbox"/>	Clearwater
<input type="checkbox"/>	Colwich
<input type="checkbox"/>	Derby
<input type="checkbox"/>	Eastborough
<input type="checkbox"/>	Garden Plain
<input type="checkbox"/>	Goddard
<input type="checkbox"/>	Haysville
<input type="checkbox"/>	Kechi
<input type="checkbox"/>	Maize
<input type="checkbox"/>	Mount Hope
<input type="checkbox"/>	Mulvane
<input type="checkbox"/>	Park City
<input type="checkbox"/>	Sedgwick



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



31ST STREET SOUTH



NOTE: ADDITIONAL BUILDING SETBACK REQUIREMENTS PER POLICY FOR COMMERCIAL COMMUNITY UNIT PLAN (CUP 2002-19/20-200).

- = 4' ACROSS W/ 2" LIPS
- ◇ = 4' ACROSS (ROUND)
- = 4' ACROSS (ROUND)
- = 4' ACROSS W/ 2" LIPS
- △ = 4' ACROSS W/ 2" LIPS
- = 5" STONE (ROUND)
- = 1" ACROSS (ROUND)

(4) - MEASUREMENT
(CM) - CALCULATED FROM
MEASURED AREA
(C-D) - CALCULATED FROM
OBSERVED AREA

BENICIA, CALIF.
ACER ROAD & 800' S. SOUTH OF 21ST STREET
SOUTH CITY OF BENICIA, BENICIA DIST. SOUTH
END OF MARSHLAND ON THE SW COR. OF R.C.A.C.
ELEV. = 1,387.44 MGS029

ANNUAL BUILDING AND REPAIRS FOR LOWEST CREDITING TO THE STRUCTURES		
LOT	BLOCK	ELIMINATE
		ANALYSIS
A 7	A	12110

B **Baughman Company, P.A.**
315 2nd St., Waco, TX 76711 737-682-7771 737-682-0144
RESIDENTIAL • RETAIL • PLUMBING • LAUNDRY MODERNIZATION

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council Members

SUBJECT: **Proposed 2008 Contracted Street Maintenance Program (All Districts)**

INITIATED BY: Department of Public Works

AGENDA: Consent Business

Recommendation: Approve the Contracted Street Maintenance Program

Background: Each year, funding is allocated in the City's budget for contracted repairs and resurfacing of City streets. The Contracted Street Maintenance Program provides maintenance work including concrete repairs, curb and gutter repairs, bridge repairs, crack repairs, and asphalt surface treatments of city streets. The Street Maintenance budget is the primary funding source for the program.

The 2008 Budget, approved by the City Council in August, provides for the following funding levels for contracted street repairs:

Street Maintenance Budget	\$ 5,168,910
Capital Investment Maintenance Program (General Fund)	<u>762,400</u>
Total Contracted Street Maintenance Program	\$ 5,931,310

Analysis: The City of Wichita is responsible for maintenance of approximately 1,700 miles of paved streets, and 96 miles of dirt streets. In addition, the City maintains 300 vehicular bridges and 30 pedestrian bridges. The Department of Public Works utilizes a computerized Pavement Management System (PMS) to assess the street conditions throughout the City, and prioritize needed repairs. Staff uses this information, along with citizen input and CIP planning documents, to develop the maintenance program.

The 2008 program will provide repairs to approximately 2.5 miles (6.5 lane miles) of arterial streets, and 14.26 miles (28.8 lane miles) of collector and residential streets. In addition, the program will address numerous other concerns, including critically needed repairs to vehicular and pedestrian bridges, ADA mandated modifications to existing facilities, and the provision of engineering oversight and inspection.

Financial Considerations: The proposed total expenditure for Contracted Street Maintenance Program is \$5,931,310. Funds have been approved in the 2008 budget for the program.

Goal Impact: This project will support the Efficient Infrastructure Goal by providing improved, safer streets throughout the City.

Recommendations/Actions: It is recommended that the City Council approve the 2008 Contracted Street Maintenance Program.

Attachments: Listings of proposed locations for each City Council District, as well as a City map depicting all locations in the 2008 program, are attached.

2008 Proposed Contract Maintenance Program

<i>DISTRICT 1</i>			
STREET	FROM	TO	PROJECT
Schweiter & Schweiter Ct	S of Lincoln	N of Bayley	Concrete Intersection Replacement
Boston Height	Palisade	W end	Concrete Joints/Panels Repair
Fairmount	25th St N	26th St N	Concrete Joints/Panels Repair
Fountain & 24th St			Concrete Joints/Panels Repair
Hillside	Central	9th St	Concrete Joints/Panels Repair
Roosevelt	13th St	Oneida	Concrete Joints/Panels Repair
Washington	Gilbert	Bayley	Concrete Joints/Panels Repair
Bluff	21st St	24th St	M / O
Lorraine	13th St N	17th St N	M / O
Area of W of Woodlawn and S of 21st St	Woodlawn	Beaumont	Thermal Crack Repair & Slurry Seal
Gentry	24th St N	22nd St N	Ultra Thin Overlay
Schweiter	Schweiter Ct	Bayley	Ultra Thin Overlay
Schweiter	Bayley	Mesita	Ultra Thin Overlay
Schweiter Ct	Schweiter	W end	Ultra Thin Overlay
<i>DISTRICT 2</i>			
STREET	FROM	TO	PROJECT
16th St	Armour	Woodlawn	Asphalt Repair
Area of N of Pawnee and E of Rock	Capri	White Oak	Asphalt Repair
Armour	13th St	16th St	Asphalt Repair
Tara	Douglas	Centra	Asphalt Repair
Apache	Lincoln	Cottonwood	Heater Scarification
Apache	Cottonwood	Gouverneur (SB)	Heater Scarification
Cherry Creek	Pawnee	Linden	Heater Scarification
Cottonwood	Royal	Apache	Heater Scarification
Cypress	Linden	Skinner	Heater Scarification
Cypress	Skinner	Harry	Heater Scarification
Royal	Lincoln	Cottonwood	Heater Scarification
Zimmerly	Rock	Linden	M / O
Area of N of 21st St and W of Webb			Thermal Crack Repair

<i>DISTRICT 3</i>			
STREET	FROM	TO	PROJECT
Area of E of Hydraulic and S of 50th St S			Asphalt Repair
Dunham	K-15	Volutsia	Concrete Joints/Panels Repair
Erie	Clark	Kinkaid	Concrete Joints/Panels Repair
Kinkaid	Lorraine	Chautauqua	Concrete Joints/Panels Repair
Kinkaid	Chautauqua	Erie	Concrete Joints/Panels Repair
Mt Vernon	Hillside	Geo Wash Blvd	Concrete Joints/Panels Repair
Pawnee	Broadway	RR Xing/ W of Mead	Concrete Joints/Panels Repair
Estelle Ave	Pawnee	Kinkaid	Overlay, 1"
Green St	Kinkaid	Estelle	Overlay, 1"
Green St	Mt. Vernon	Clark	Overlay, 1"
Kinkaid	Grove	Volutsia	Overlay, 1"
Kinkaid	Lorraine	Hillside	Overlay, 1"
Poplar Cir	Grove	EOP	Overlay, 1"
Spruce	Blake	EOP	Overlay, 1"
Stafford	Spruce	Volutsia	Overlay, 1"
Volutsia	Pawnee	Kinkaid	Overlay, 1"
Elpyco	Kellogg Dr (S)	Orme	Ultra Thin Overlay
Oliver	S of Pawnee	N of Geo Washington	Ultra Thin Overlay
<i>DISTRICT 4</i>			
STREET	FROM	TO	PROJECT
Texas & Dodge			Concrete Intersection Replacement
Illinois	University	Taft	Concrete Joints/Panels Repair
Illinois	Maple	University	Concrete Joints/Panels Repair
Orient	Seneca	Dodge	Concrete Joints/Panels Repair
Sedgwick & Irving			Concrete Joints/Panels Repair
Taft	West St	Illinois	Concrete Joints/Panels Repair
University	West St	Illinois	Concrete Joints/Panels Repair
University	Illinois	McComas	Concrete Joints/Panels Repair
Walker & Sedgwick			Concrete Joints/Panels Repair
Walnut	31st St S	33rd St S	Concrete Joints/Panels Repair
30th St S	Everett	200' east	Special C&G and Pavement Repair
Everett	30th St S	29th St S	Special C&G and Pavement Repair
Everett	29th St S	27th St S	Special C&G and Pavement Repair

Area of E of West St and N of 47th St S			Thermal Crack Repair
Area of W of West St and S of Harry St			Thermal Crack Repair & Slurry Seal
Area of W of Seneca and N of 44th St S			Thermal Crack Repair & Slurry Seal
Dooley	Seneca	Dodge	Ultra Thin Overlay
Orient	Meridian	Glenn	Ultra Thin Overlay
DISTRICT 5			
STREET	FROM	TO	PROJECT
Area of E of 119th St W and S of Maple			Asphalt Repair
Bekemeyer	Redbarn	W of Rea	Heater Scarification
Brownthrush	Cottontail	Quail	Heater Scarification
Brownthrush	Quail	School	Heater Scarification
Brownthrush	School	Birch	Heater Scarification
Brownthrush	Birch	N end/N Birch	Heater Scarification
Chickadee	Cottontail	Redbarn	Heater Scarification
Country Arce	School	13th St	Heater Scarification
Denmark	School	10th St	Heater Scarification
Emerson	School	Quail	Heater Scarification
Quail	Cottontail	Redbarn	Heater Scarification
Quail	Redbarn	Country Arce	Heater Scarification
Quail	Country Arce	Denmark	Heater Scarification
Quail	Denmark	Emerson	Heater Scarification
Quail	Emerson	Wilburn	Heater Scarification
Quail	Wilburn	Acadia	Heater Scarification
Socora	Bekemeyer	Central	Heater Scarification
3rd St	Caddy	Fairway	M / O
Caddy	Central	3rd St	M / O
Ridge	21st St N	Barrington	M / O, SB curb lane
Area of W of Ridge and S of Maple St	University	Taft	Thermal Crack Repair & Slurry Seal
Maple Ln	Maple	S end	Thermal Crack Repair & Slurry Seal
DISTRICT 6			
STREET	FROM	TO	PROJECT

Doris & 8th St			Concrete Intersection Construction
Murdock	West St	Colorado	Concrete Joints/Panels Repair
Keywest	Meridian	Portwest	Heater Scarification
21st St 2 inside lanes only	Bridge	Westdale	M / O
West St	Westdale	13th St N	M / O
9th St N	Clara (W)	Hoover	Thermal Crack Repair & Slurry Seal
Area of W of Meridian and N of 45th St N	Meridian	Portwest	Thermal Crack Repair & Slurry Seal
Doris	8th St	9th St	Thermal Crack Repair & Slurry Seal

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council Members

SUBJECT: Facility Improvements at Fire Training Grounds (All Districts)

INITIATED BY: Department of Public Works
Wichita Fire Department

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Fire Training Facility located at 4780 E 31st S., is the primary source of fire safety / rescue training facility in Wichita, which provides a safe controlled environment for fire training for local fire fighters and EMS.

The facility recently underwent the first significant improvements in 20 years, including a new burn tower, a new pump test pit, and replacement of approximately 785,000 square feet of concrete paving.

Analysis: It is the intent of the City of Wichita and the WFD to create a regional facility to be utilized for training by various local departments. To accomplish this, the improvements will include land acquisition, new classrooms, and training equipment.

Financial Considerations: The project is authorized in the 2007 – 2016 Capital Improvement Program (CIP) (Project No. 435432, OCA No. 792510). GO funding is a total of \$400,000 in 2007, \$2,000,000 in 2009 and \$2,000,000 in 2010. Staff is requesting that the 2007 funding be authorized at this time, for \$400,000.

Goal Impact: Provide a Safe and Secure Community through more adequate fire training facilities.

Legal Considerations: The Law Department has approved the Resolution as to form.

Recommendation/Action: It is recommended that the City Council Adopt the Resolution and authorize the necessary signatures.

Attachments: Resolution.

(Published in The Wichita Eagle _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF MAKING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; SETTING FORTH THE GENERAL NATURE AND THE ESTIMATED COST OF SUCH IMPROVEMENTS; AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY OF WICHITA, KANSAS, TO PAY ALL OR A PORTION OF THE COST THEREOF.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1: That the City of Wichita finds it necessary to design and construct certain improvements as follows:

Continued Repairs and Improvements to the Fire Training Facility located at 4780 E 31st Street South.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds of the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost of said improvements is estimated not to exceed \$400,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

XXX

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.


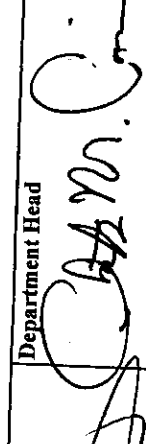
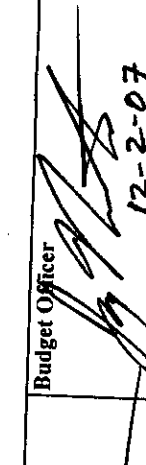
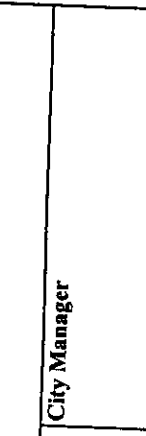
1. Initiating Department PUBLIC WORKS	2. Initiating Division BUILDING SERVICES	3. Date 11/30/2007	4. Project Description & Location FIRE TRAINING GROUNDS IMPROVEMENTS/MODIFICATIONS 4780 E. 31ST SOUTH
5. CIP Project Number PB- PROJ. #435432 OCA #792510	6. Accounting Number PROJ. #435432 OCA #792510	7. CIP Project Date (Year) 2007 - 2016	8. Approved by WCC YES Date 3/28/06
9. Estimated Start Date 2007	10. Estimated Completion Date 2010	11. Project Revised	

12. Project Cost Estimate					12A.
ITEM	GO	SA	OTHER	TOTAL	
CONSTRUCTION	305,000.00			305,000.00	
Paving, grading & const.					
Bridge & Culverts					
Drainage					
Sanitary Sewer					
Sidewalk					
Land Acquisition	40,000.00			40,000.00	
DESIGN	55,000.00			55,000.00	
Totals	400,000.00			400,000.00	
Total CIP Amount Budgeted	400,000.00			400,000.00	
Total Prelim. Estimate					

Platting Required	Yes	No
Lot Split		
Petition		
Ordered by WCC	X	

Remarks: THE FIRE TRAINING CENTER RECENTLY UNDERWENT THE FIRST SIGNIFICANT IMPROVEMENTS IN OVER 20 YEARS. THE INTENT OF THE CITY AND THE WFD IS TO CREATE A REGIONAL TRAINING FACILITY TO BE UTILIZED BY LOCAL DEPARTMENTS. IMPROVEMENTS WILL INCLUDE LAND ACQUISITION, NEW CLASSROOMS, AND EQUIPMENT.

13. Recommendation: ADOPT THE RESOLUTION AND AUTHORIZE THE NECESSARY SIGNATURES.

Division Head 	Department Head 	Budget Officer 	City Manager 
		Date 12-2-07	Date

Agenda Item No. 31.

**City of Wichita
City Council Meeting
December 18, 2007**

TO: Mayor and City Council Members

SUBJECT: Space Utilization and Ergonomic Improvements Project (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendations: Adopt the bonding resolution.

Background: The 2007-2016 Capital Improvement Program (CIP) contains a project to improve space utilization and ergonomics at City facilities. Many facilities, including City Hall, have areas that have not been updated since they were opened.

Analysis: On July 26, 2005 City Council approved CIP funds to update the numerous existing facilities, furniture, and equipment located throughout the City of Wichita organization, including City Hall. Many projects have been completed with the 2005 and 2006 budget, with several projects planned to utilize the 2007 and 2008 budget. Individual contracts will be presented to Council and/or City Manager for approval as required under normal purchasing procedures.

Financial Considerations: The Facilities Space Utilization & Ergonomic Improvements project is included in the 2007 – 2016 Capital Improvement Program. The project budget is \$750,000 each year in 2007 through 2008. The 2007 and 2008 budgets are proposed for initiation with a project budget of \$1.5 million. The funding source is general obligation bonds.

Goal Impact: Efficient Infrastructure – Maintained and optimized public facilities and assets.

Legal Considerations: The Law Department has approved the bonding resolution as to legal form.

Recommendation/Actions: It is recommended that the City Council adopt the bonding resolution and authorize the necessary signatures.

Attachment: CIP Authorization, Bonding Resolution.

Published in the *Wichita Eagle* on _____, 2007

RESOLUTION NO.

A RESOLUTION DETERMINING THE ADVISABILITY OF MAKING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AND SETTING FORTH THE GENERAL NATURE AND THE ESTIMATED COST OF SUCH IMPROVEMENTS; AUTHORIZING AND PROVIDING FOR THE MAKING AND FINANCING OF THE IMPROVEMENT IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY; AND DIRECTING THE PUBLICATION OF THIS RESOLUTION.

WHEREAS, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City of Wichita, Kansas (the "City"), the City is authorized to issue general obligation bonds for the purpose of paying the cost of construction, purchase or improvement of any public improvement; and

WHEREAS, the City desires to make improvements and repairs to City-owned buildings; and

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and finally determined to be advisable to make certain public improvements in the City, consisting of:

- (1) Improving and repairing City buildings, including but not limited to City Hall, Police Substations, Park Recreation Centers, 13 of 19 Fire Stations (stations 1, 2, 3, 5, 6, 8, 9, 11, 14, 15, 16, 17, 18), Park and Public Works maintenance facilities (including the Central Maintenance Facility, Park Maintenance Facility, and Rounds and Porter warehouse), Park restrooms and shelters, Libraries (Main Branch, Rockwell Branch, Westlink Branch), museums and cultural facilities (Mid-America All Indian Center, Wichita Art Museum, and the ice rink); and
- (2) Such improvements to consist primarily of electrical, mechanical, plumbing and structural work; and
- (3) Any costs related to the foregoing, including design, delivery or installation.

(The above-described remodeling work, equipment acquisition and related costs are collectively referred to herein as the "Improvements").

SECTION 2. It is hereby found that the estimated or probable cost of the Improvements is not to exceed \$1,500,000, exclusive of the costs of interest on borrowed money; the cost of the Improvements shall be paid by the issuance and sale of general obligation bonds of the City in an amount not to exceed \$1,500,000, exclusive of the costs of interest on borrowed money.

SECTION 3. The Improvements are hereby authorized and ordered to be made in accordance with the findings set forth in Section 1 hereof, under the authority of and as provided by K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City.

SECTION 4. This resolution shall be published one time in the City's official newspaper.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on
October 16, 2007.

Mayor Carl Brewer

(Seal)

APPROVED AS TO FORM:

Karen Sublett, City Clerk

Gary Rebenstorf, Director of Law

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project
To Revise Project

	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department City Manager's Office	2. Initiating Division	3. Date 10/3/2007	4. Project Description & Location City Facilities Space Utilization & Ergonomic Improvements
5. CIP Project Number 435408	6. Accounting Number 792460	7. CIP Project Date (Year) 2007-2009	8. Approved by WCC Date 16-Oct-07
9. Estimated Start Date	10. Estimated Completion Date Dec-07	11. Project Revised	

12. Project Cost Estimate				12A.
ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Other	1,500,000			1,500,000
Totals	1,500,000			1,500,000
Total CIP Amount Budgeted	3,000,000			3,000,000
Total Prelim. Estimate				

Platting Required ☐ Yes ☐ No

Lot Split ☐ Yes ☐ No

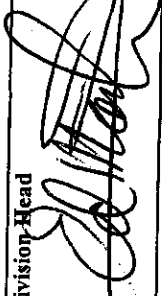
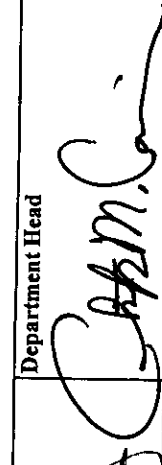
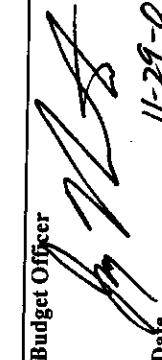
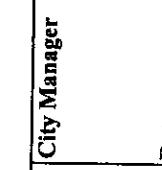
Petition ☐ Yes ☐ No

Ordered by WCC ☒ Yes ☐ No

Remarks:

It is recommended the City Council adopt the resolution.

13. Recommendation:

Division Head 	Department Head 	Budget Officer 	City Manager 
		Date 11-29-07	Date

GRANT AGREEMENT
Between
THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And
Mennonite Housing Rehabilitation Services, Inc.,
A Community Housing Development Organization

HOME Investment Partnerships
Program

2007 CHDO Set-Aside Funding

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3700
Fax (316) 462-3719

No. _____

AGREEMENT

THIS CONTRACT, dated to be effective December 18, 2007, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Mennonite Housing Rehabilitation Services, Inc. (MHRS, a Community Housing Development Organization, hereinafter referred to individually as the "Developer").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.300 (CHDO Funding); and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such

sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by December 31, 2009. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 20 years following the date of completion of the final unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections.

1. The Developer shall at any time and as often as the Department, City and/or Comptroller General of the United States may deem necessary make available to the City for examination all its respective records and data for the purpose of making audits, examinations, excerpts and transcriptions.

2. The Developer shall comply with the provisions of OMB Circular A-133, Audits of Institutions of Higher Education and Other Nonprofit Organizations, as applicable.

SECTION 4. CONFLICT OF INTEREST. No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or

redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto. **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) **The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act.** Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$93,128.00 as referenced in Exhibit B. Contract payments above \$93,128.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 28, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Developer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), as amended.

SECTION 16. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

SECTION 17. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 18. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with and adhere to Office of Management and Budget (OMB) Circular No. A-110, Uniform Administrative Requirements of Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, OMB Circular No. A-122, Cost Principles for Nonprofit Organizations, OMB Circular No. A-21, Cost Principles for Colleges and Universities, and OMB Circular No. A-133, Administrative Requirements for Grantees, as applicable.

SECTION 19. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 20. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

Section 21. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is

terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 22. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 23. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 24. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows: Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.), The Fair Housing Act (42 U.S.C. 3601-3620), Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259), and the Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101). HOME regulations also require adherence to the three following regulations governing the accessibility of federally assisted buildings, facilities and programs. They are as follows: Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), Fair Housing Act (Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19)), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 25. AFFORDABILITY. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period.

SECTION 26. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing Services Department, payments to the

Developer will be provided on a reimbursement basis. The amount of each request will be limited to the amount needed.

SECTION 27. PROPERTY STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials.

SECTION 28. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Mennonite Housing Rehabilitation Services, Inc.

Signature

Title of MHRS Officer

Date

**CITY OF WICHITA, KANSAS
at the Direction of the City Council**

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
and Director of Law of the
City of Wichita

Date

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
- D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and MHRS, Inc., hereinafter referred to as the "City" and "Developer" (or MHRS) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the \$93,128 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition of existing blighted, vacant homes located at 230 N. Ash and 1457 N. Grove, with existing structures to be demolished and construction of a single-family home on each site.

Housing constructed under this agreement must be re-sold to HOME-compliant owner-occupant buyers, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of the properties and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

The Developer represents and agrees that it will remain the owner of the properties until it reaches agreement with a prospective buyer(s) of the properties and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

- A. Project must conform to regulations under 24 CFR Part 92.
- B. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, property standards, tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR Part 92
92.250, Maximum Per Unit Subsidy,

92.251, Property Standards, Compliance with Quality Standards in 24 CFR 982.4018, 92.254, Qualification as Affordable Housing, Homeownership, 92.257, Religious Organizations.

- C. The Developer, a non-profit Community Housing Development Organization (CHDO) is receiving this grant funding as CHDO Set-Aside Funding, under HOME regulations, as specified in 24 CFR 92.300.

II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of 0% loans to complete projects on a case-by-case basis, as approved by the Department of Housing and Community Services.

III. Administration

The MHRS President/C.E.O. will supervise operations and administration on a day-to-day basis. The MHRS Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available to MHRS for this project will be \$93,128.00, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.
- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$93,128.00 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with each completed project. The developer fee will be pre-determined at the onset of the construction of each home, and will be paid upon the closing of the sale of each individual home. Proceeds from the sale of homes, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of development subsidy loans provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed projects and extended grant authority as a result of repayments generated by the project. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Construction Expenses,

Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)

\$93,128.00

TOTAL \$93,128.00

- C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.
1. The City and MHRS also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
 2. MHRS will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
 3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.
- D. Records and Reports
1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
 2. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2008, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developers fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

3. Additionally, a narrative or other description of progress may be provided.
4. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

IV. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force for the period of affordability, which will expire 20 years following the completion of each unit, as defined in 24 CFR 92.2, depending on the amount of funds invested in the project. Deed restrictions/covenants shall remain in force without regard to the repayment of HOME funds or transfer of ownership.
- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.
- C. Provide Certificates regarding Debarment and Suspension, as well as other file documentation requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing Services Department.
- E. Provide evidence that ownership interest in the property vests in MHRS, Inc.. (Copy of Deed, and/or Title Insurance Binder/Policy)

- F. The Developer will notify the City of any properties it contracts to purchase, in order for the City to complete the appropriate environmental reviews prior to closing of the purchase.
- G. The Developer will obtain any and all permits required by the City prior to undertaking construction.
- H. The Developer will obtain the approval of the City of Wichita Housing Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.
- I. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development.
- J. Prior to executing any contracts for sale of the assisted properties the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

V. Other Program Requirements

- A. The Developer shall comply with the applicable provisions of 24 CFR 84.21, Standards for financial Management Systems, requiring independent financial and programmatic audits not less frequently than every two years. In addition to the financial and programmatic audit, the audit shall indicate whether the organization has complied with laws and regulations that may have a material effect on its financial statements and on each Federal assistance program reviewed.
- B. Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance. (24 CFR 92.251 of the HOME regulation.)

- C. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Action Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
 2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
 3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.
 4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
- D. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.
- E. The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.
- F. Site Improvements: The City will require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.
- G. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

VI. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)

\$93,128.00

TOTAL

\$93,128.00

GRANT AGREEMENT
Between
THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And
Power CDC, Inc.,
A Community Housing Development Organization

HOME Investment Partnerships
Program

2007 CHDO Set-Aside Funding

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3700
Fax (316) 462-3719

No. _____

AGREEMENT

THIS CONTRACT, dated to be effective December 18, 2007, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Power CDC, Inc. (Power CDC, a Community Housing Development Organization, hereinafter referred to individually as the "Developer").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.300 (CHDO Funding); and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such

sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by December 31, 2009. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 20 years following the date of completion of the final unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections.

1. The Developer shall at any time and as often as the Department, City and/or Comptroller General of the United States may deem necessary make available to the City for examination all its respective records and data for the purpose of making audits, examinations, excerpts and transcriptions.

2. The Developer shall comply with the provisions of OMB Circular A-133, Audits of Institutions of Higher Education and Other Nonprofit Organizations, as applicable.

SECTION 4. CONFLICT OF INTEREST. No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or

redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto. **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) **The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act.** Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$47,751.00 as referenced in Exhibit B. Contract payments above \$47,751.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 28, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Developer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), as amended.

SECTION 16. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

SECTION 17. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 18. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with and adhere to Office of Management and Budget (OMB) Circular No. A-110, Uniform Administrative Requirements of Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, OMB Circular No. A-122, Cost Principles for Nonprofit Organizations, OMB Circular No. A-21, Cost Principles for Colleges and Universities, and OMB Circular No. A-133, Administrative Requirements for Grantees, as applicable.

SECTION 19. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 20. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

Section 21. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is

terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 22. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 23. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 24. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows: Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.), The Fair Housing Act (42 U.S.C. 3601-3620), Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259), and the Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101). HOME regulations also require adherence to the three following regulations governing the accessibility of federally assisted buildings, facilities and programs. They are as follows: Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), Fair Housing Act (Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19)), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 25. AFFORDABILITY. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period.

SECTION 26. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing Services Department, payments to the

Developer will be provided on a reimbursement basis. The amount of each request will be limited to the amount needed.

SECTION 27. PROPERTY STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials.

SECTION 28. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Power CDC, Inc.

Signature

Title of Power CDC Officer

Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
and Director of Law of the
City of Wichita

Date

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
- D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Power CDC, Inc., hereinafter referred to as the "City" and "Developer" (or Power CDC) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the \$47,751.00 remuneration stated herein, the Developer agrees to undertake an affordable housing project, which will result in the acquisition of a blighted structure and property located at 1110 N. Madison, demolition of the blighted structure, and construction of one single-family home.

The home constructed under this agreement must be re-sold to HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of the property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

The Developer represents and agrees that it will remain the owner of the properties until it reaches agreement with a prospective buyer(s) of the properties and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

- A. Project must conform to regulations under 24 CFR Part 92.
- B. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, property standards, tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR Part 92
92.250, Maximum Per Unit Subsidy,

92.251, Property Standards, Compliance with Quality Standards in 24 CFR 982.4018, 92.254, Qualification as Affordable Housing, Homeownership, 92.257, Religious Organizations.

- C. The Developer, a non-profit Community Housing Development Organization (CHDO) is receiving this grant funding as CHDO Set-Aside Funding, under HOME regulations, as specified in 24 CFR 92.300.

II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of 0% loans to complete projects on a case-by-case basis, as approved by the Department of Housing and Community Services.

III. Administration

The Power CDC Executive Director will supervise operations and administration on a day-to-day basis. The Power CDC Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available to Power CDC for this project will be \$47,751.00, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.
- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$47,751.00 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with each completed project. The developer fee will be pre-determined at the onset of the construction of each home, and will be paid upon the closing of the sale of each individual home. Proceeds from the sale of homes, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of development subsidy loans provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed projects and extended grant authority as a result of repayments generated by the project. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Construction Expenses,

Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)

\$47,751.00

TOTAL

\$47,751.00

- C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.
1. The City and Power CDC also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
 2. Power CDC will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
 3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.
- D. Records and Reports
1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
 2. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2008, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developers fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

3. Additionally, a narrative or other description of progress may be provided.
4. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

IV. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force for the period of affordability, which will expire 20 years following the completion of each unit, as defined in 24 CFR 92.2, depending on the amount of funds invested in the project. Deed restrictions/covenants shall remain in force without regard to the repayment of HOME funds or transfer of ownership.
- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.
- C. Provide Certificates regarding Debarment and Suspension, as well as other file documentation requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing Services Department.
- E. Provide evidence that ownership interest in the property vests in Power CDC, Inc.. (Copy of Deed, and/or Title Insurance Binder/Policy)

- F. The Developer will notify the City of any properties it contracts to purchase, in order for the City to complete the appropriate environmental reviews prior to closing of the purchase.
- G. The Developer will obtain any and all permits required by the City prior to undertaking construction.
- H. The Developer will obtain the approval of the City of Wichita Housing Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.
- I. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development.
- J. Prior to executing any contracts for sale of the assisted properties the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

V. Other Program Requirements

- A. The Developer shall comply with the applicable provisions of 24 CFR 84.21, Standards for financial Management Systems, requiring independent financial and programmatic audits not less frequently than every two years. In addition to the financial and programmatic audit, the audit shall indicate whether the organization has complied with laws and regulations that may have a material effect on its financial statements and on each Federal assistance program reviewed.
- B. Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance. (24 CFR 92.251 of the HOME regulation.)

- C. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Action Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
 2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
 3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.
 4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
- D. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.
- E. The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.
- F. Site Improvements: The City will require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.
- G. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

VI. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)

\$47,751.00

TOTAL

\$47,751.00

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council

SUBJECT: HOME Program Funding Allocations (District 1)

INITIATED BY: Housing and Community Services

AGENDA: Consent

Recommendation: Approve the funding allocations and contracts.

Background: During the 2007-2008 Consolidated Plan funding process, the City Council allocated a total of \$200,000 in HOME funding for the Boarded-up House Program. The purpose of the program is to provide Community Housing Development Organizations (CHDOs) with a means to access HOME development subsidy funding for the purpose of acquiring vacant, boarded-up or otherwise blighted houses within the City's Local Investment Areas (LIAs), in order to rehabilitate them or demolish them and construct a new home on the site. The City Council also allocated a total of \$238,000 in HOME CHDO set-aside development subsidy funding in the Local Investment Areas to Mennonite Housing Rehabilitation Services, Inc. (MHRS) and Power CDC, Inc. (Power CDC) in order to undertake affordable single-family residential housing projects in the City's LIAs. Completed homes developed under these programs are sold to owner-occupant, income eligible homebuyers receiving down payment assistance loans through the City's HOMEownership 80 Program.

Analysis: Funding allocated for the 2007-2008 HOME-funded Boarded-up House Program is committed. CHDO set-aside funding allocated to MHRS and Power CDC for the 2007-2008 program year is also committed. However, additional funding could be made available for additional projects from unallocated HOME program income funds, due to loan repayments. Opportunities have arisen to purchase 3 single-family homes that could be re-developed, with HOME development subsidy funding. The properties are located at 1457 N. Grove, 230 N. Ash, and 1110 N. Madison. The property at 230 N. Ash is not located within a LIA, but is located within the City's Neighborhood Revitalization Area (NRA) and otherwise meets the criteria for the Boarded-up House Program. Housing and Community Services proposes to allocate HOME funding for the redevelopment of these properties, as follows:

- \$93,128 for MHRS, in order to partially finance a redevelopment project involving the construction of two new single-family homes located at 1457 N. Grove and at 230 N. Ash.
- \$47,751 for Power CDC, in order to partially finance a redevelopment project involving the construction of one new single-family home located at 1110 N. Madison.

All homes constructed with HOME funding will be sold to income-eligible, owner-occupant families receiving down payment and closing costs assistance loans through the City's HOMEownership 80 Program.

Housing and Community Services proposes to amend the City's 2007-2008 HUD Consolidated Plan in order to provide this funding as CHDO set-aside funding for MHRS and Power CDC. The amendment does not qualify as a substantial amendment, as the proposed funding amount does not exceed 15% of the City's 2007-2008

HOME funding allocation, and does not involve the creation of new activities, as MHRS and Power CDC have already received CHDO set-aside funding for the construction of single-family homes.

Financial Considerations: The total cost of the proposed projects is estimated to be \$397,979, including contingencies. The proposed HOME funding of \$140,879, will be utilized to partially cover the costs involved with acquisition, demolition, construction, site improvements, and developer fees for the three projects. MHRS and Power CDC will leverage HOME funds with private sector construction loans or other financing.

Goal Impact: Projects to be funded under the subject HOME funding will contribute to the goal of Economic Vitality and Affordable Living.

Legal Considerations: Funding agreements have been drafted and approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council approve the recommended funding allocations and authorize the necessary signatures.

Attachments: Funding agreements.

**City of Wichita
City Council Meeting
December 18, 2007**

TO: Mayor and Members of the City Council

SUBJECT: Senior Wednesdays Program (District III)

INITIATED BY: Environmental Services Department

AGENDA: Consent

Recommendation: Authorize receipt of Environmental Services WATER Center's portion of the Kansas Health Foundation Recognition Grant for the *Senior Wednesdays* program.

Background: *Senior Wednesdays* has been a program offered by the WATER Center since 2005 and was funded in 2006 and 2007 by a portion of a Kansas Health Foundation Recognition Grant. This program utilizes the WATER Center's mission as the basis for the program to focus on senior citizens. It directly impacts the health of senior adults by enhancing their quality of life through community involvement, lifelong learning and the opportunity to socialize with other senior adults.

Analysis: The WATER Center is part of a local, informal coalition of museums focusing their efforts once a month specifically on seniors. The WATER Center received notice recently that the *Senior Wednesdays* program had been awarded a Kansas Health Foundation Recognition Grant. The grant will be managed in 2008 by the Great Plains Nature Center (who submitted the grant application). The grant money will be used to offset the marketing expenses associated with the program and to fund the program supplies and presentations of the ten museums involved in presenting *Senior Wednesdays* programs including Environmental Services' WATER Center.

Financial Considerations: The WATER Center has been awarded \$2,083.62 for the 2008 *Senior Wednesdays* program from the Kansas Health Foundation Recognition Grant received by the Great Plains Nature Center. There is no match required. The WATER Center agrees to:

- To use the grant monies toward *Senior Wednesdays* programming, and
- To make available, on request by the Kansas Health Foundation, all financial and other records relating to *Senior Wednesdays*.

Goal Impact: Enhance Quality of Life by educating senior citizens on water pollution and conservation concepts to protect the City of Wichita's natural resources.

Legal Considerations: The Department of Law has approved the grant award as to form.

Recommendation/Action: It is recommended the City Council approve receipt of the grant award and authorize the necessary signatures.

City of Wichita
City Council Meeting
December 18, 2008

TO: Mayor and City Council

SUBJECT: Extension of IRB Letter of Intent (Brentwood Apartments) (District II)

INITIATED BY: City Manager Office

AGENDA: Consent

Recommendation: Approve the extension.

Background: On June 19, 2007, the City Council approved a letter of intent to issue qualified residential housing revenue bonds in an amount not-to-exceed \$8,000,000 for Inner City Development Company, LC (ICDC) to finance a portion of the costs of acquisition and rehabilitation of the Brentwood Apartments, located at 6602 E. Harry in southeast Wichita. The City Council also adopted a resolution of support for 4% Low-Income Housing Tax Credits in connection with project. The letter of intent to issue the bonds has a term of six months which expires on December 23, 2007. The developer is asking for a 90-day extension of the letter of intent.

The Brentwood Apartments complex is located at 6602 E. Harry, and consists of 196 apartment units, including 60 one-bedroom units, 114 two-bedroom units, and 22 three-bedroom units. Amenities include a swimming pool, and common laundry rooms.

Analysis: The proposed project rehabilitation budget (hard costs) is estimated to be \$4,500,000. The proposed scope of work for the exterior includes new roofing, new siding, new guttering/downspouts, painting, installation of new landscaping and sprinkler system, resurfacing of the parking lots, new windows and sliding doors, architectural enhancement of the balcony structures, and correction of drainage problems. The proposed scope of work for the interior includes new carpet and flooring for each unit, new heating and air conditioning systems, new cabinets and counter tops, new appliances, including built-in microwave ovens, new bathroom fixtures, new lighting, new doors and re-painting.

The extension of the letter of intent will allow the developers to complete the arrangements for the issuance of the bonds.

Financial Considerations: The developer agrees to pay all of the City's costs associated with the issuance of the bonds and to pay the City's \$2,500 annual administrative service fee.

Goal Impact: The proposed project contributes to the goal of Economic Vitality and Affordable Living.

Legal Considerations: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council grant an extension of the letter of intent to issue qualified residential housing revenue bonds in an amount not-to-exceed \$8,000,000 for Inner City Development Company until April 1, 2008.

Attachments: None.

**City of Wichita
City Council Meeting
December 18, 2007**

TO: Mayor and City Council

SUBJECT: Contracts and Project Budget for Upgrade for CIS System - Amendment

INITIATED BY: Water Utilities and IT/IS

AGENDA: Consent

Recommendation: Approve revisions to the Contracts with Ventyx and MAK Solutions and authorize an increase in the amount of project authorization for upgrade of Water Utilities' CIS system.

Background: Since 2001, Water Utilities has employed the use of the Banner CIS system. This system provides for the issuance of over 1,600,000 invoices annually and results in the generation of a cash flow in excess of \$75,000,000 annually. Since the original implementation, several newer versions of the software have been issued; however, the City is still using the original version.

City Council authorized an expenditure of \$748,480 on November 2006, to maintain the viability of the CIS system, to insure its maximum effectiveness as a tool used to maintain cash flows, and to assure adequate customer service levels

Analysis: The original budget was established on the assumption that the version of the CIS software to be implemented would be Version 4.0. The CIS System vendor (Ventyx) communicated to Staff during the implementation process in 2007 that a newer version (4.1) was to come out in September 2007. The 4.1 version would address many of the needs of Water Utilities, particularly in terms of the charge calculation process without the need to heavily customize the software. Several additional functional advantages were also resident in the 4.1 version.

The lack of customization has significant advantages in terms of eliminating system maintenance issues and will result in avoiding costs associated with implementation of future versions of the software by eliminating the need to migrate the current customizations. As a plus, the later issuance date of Version 4.1 will result an additional two years of software warranty.

Financial Considerations: An additional \$50,400 needs to be authorized to be paid to the primary system vendor (Ventyx) and an additional \$15,000 authorized to be paid to MAK Solutions, who is assisting with the implementation. This is due to the lengthened time frame for implementation and the need to configure Version 4.1 to accommodate the needs of Water Utilities. Funding will be derived from cash funded capital in the Water Utility.

Goal Impact: This action will promote achievement of the following goal: Ensure efficient infrastructure. The CIS/Billing system is an essential component of Utility operations

Legal Considerations: The Contracts for both vendors have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve revisions to the Contracts with Ventyx and MAK Solutions; 2) authorize an increase of \$65,400 in the amount of the project authorization; and 3) authorize the necessary signatures.

Attachments: Contracts with Ventyx and MAK Solutions



Final - Ventyx -
06001-A1 - 11 27 07.



Final - MAK - SOW
Upgrade 4.1.doc

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council

SUBJECT: Cheney Watershed Staff Position

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding with the Cheney Lake Watershed, Inc.

Background: Cheney Reservoir is one of Wichita's major sources of water, currently providing approximately 60 percent of Wichita's annual water supply. Since 1993, the City has participated in a program to encourage the implementation of projects that will reduce pollution entering the reservoir. Participation includes the concept of the City assuming part of the cost-share necessary to allow landowners to implement Best Management Practices in the watershed. On October 13, 1998, the City Council approved a Memorandum of Understanding with the Citizens Management Committee, now incorporated as the Cheney Lake Watershed, Inc., to fund a public relations/education position and has renewed the MOU annually. On September 19, 2006, City Council approved continuing participation in the Cheney Watershed Protection Program.

Analysis: The Cheney Watershed Improvements project is one of the most successful projects of its kind in the nation, having received several national awards. Over 2,300 projects have been completed in the watershed. This work has resulted in a reduction in taste and odor events in the City's drinking water, plus a significant reduction in sediment entering the reservoir. Much of the credit for the success of the project can be attributed to the work of the Citizens Management Committee (CMC), composed of people living and working in the watershed who have worked to convince their neighbors that these improvements are good for both them and the City.

The staff person funded through this MOU assists the CMC in executing public relations and educational tasks. The staff position has been very successful in increasing interest in the watershed project, increasing the number of projects completed in the watershed, and consequently, improving the water quality in the reservoir.

Financial Considerations: The cost for the position is \$39,706. The Kansas Department of Health and Environment has offered to provide \$13,986 (approx. 35 percent) towards this position through a grant from the U.S. Environmental Protection Agency, with the City providing \$25,720 (65 percent), as well as \$3,000 to assist with other contractual expenses. Funds are available in the Cheney Watershed Protection Plan, CIP W-500, that has \$250,000 allocated for this project in 2008.

Goal Impact: Ensure efficient infrastructure by maintaining and optimizing public facilities and assets. While the work in the project occurs in the watershed above the reservoir, the intent is to improve the water quality and prolong the life of the reservoir.

Legal Considerations: The MOU has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the MOU and authorize the necessary signatures.

Attachments: MOU - Staff position with Cheney Watershed

**Memorandum of Understanding
Between Cheney Lake Watershed, Inc.
And the City of Wichita**

Purpose: The implementation of certain practices in the watershed above Cheney Reservoir has positive impacts on the quality of the water in the North Fork of the Ninnescah River which enters Cheney Reservoir. The North Fork Ninnescah River, Cheney Lake Watershed, Citizen's Management Committee, incorporated as Cheney Lake Watershed, Inc., is responsible for implementing the Watershed Management Plan accepted by the City of Wichita and the Kansas Department of Health and Environment. It is the intent of this agreement to supply funds to provide contractual services needed to enhance and increase watershed improvement.

Personnel Services

The duties and responsibilities of this position will include:

- Assisting the Citizen's Management Committee (CMC) with small group meetings.
- Make follow-up one-on-one contacts, in consultation with the CMC, with producers expressing an interest in implementing Best Management Practices.
- Collect baseline information from producers to establish profitability with environmental soundness using different cropping systems.
- Coordinate with local news media, issue news releases and/or feature articles that highlight watershed projects, especially those that help accomplish watershed goals.
- Assist in preparation of grant requests necessary to assist in funding of projects associated with the watershed improvement management plan.

The City of Wichita agrees to provide funds, not to exceed \$25,000, in year 2008 towards the cost of personnel services and mileage associated with this position.

The Cheney Lake Watershed, Inc. will be responsible for hiring the person filling this position and for supervisory control of the person. Cheney Lake Watershed, Inc. will invoice the city of Wichita for the cost of this position on a regular basis, and the city of Wichita will reimburse Cheney Lake Watershed, Inc. for those expenses.

Other Contractual Expenses

The City of Wichita agrees to provide funds, not to exceed \$3,000, in the year 2008 toward the cost of other contractual expenses of Cheney Lake Watershed, Inc.

Cheney Lake Watershed, Inc. will invoice the City of Wichita for contractual expenses incurred in 2008 and the City of Wichita will reimburse Cheney Lake Watershed, Inc. for those expenses.

It is agreed by both parties that this agreement can be modified with the written consent of each party and this agreement can be terminated with 60 days written notice of either party.

Cheney Lake Watershed, Inc.

City of Wichita

Date

Date

Attest: _____

Approved as to form this _____ day of _____, 2007

City Attorney

**City of Wichita
City Council Meeting
December 18, 2007**

TO: Mayor and City Council

SUBJECT: Water Distribution Main Replacement

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the expenditure for water main replacement.

Background: This project is included in the ten-year Capital Improvement Program. It provides funding for the replacement of water lines that either leak frequently, or need to be replaced because they are too small to meet current demands. Specific lines to be replaced are identified on an ongoing basis by Water & Sewer staff.

Analysis: Distribution main replacement is essential for maintaining the water system infrastructure, decreasing the number of water main breaks, reducing water system maintenance costs, and improving customer service.

Financial Considerations: Distribution Main Replacement Program (CIP W-67) has a budget of \$5,000,000 in 2008. It will be funded from future revenue bonds and/or Water Utility cash reserves.

Goal Impact: This project addresses the goal of efficient infrastructure by providing reliable water service to the Water Utility customers.

Legal Considerations: The Resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the expenditures for 2008; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Attachment: Resolution for CIP W-67

RESOLUTION NO. 07-_____

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER UTILITIES OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$5 MILLION EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility" (herein sometimes referred to as the "Utility"); and

WHEREAS, the Governing Body of the City, has heretofore by Ordinance 47-481, adopted May 15, 2007 and published in the official newspaper of the City on May 23, 2007, as required by law, authorizing the name change of the City of Wichita, Kansas Water and Sewer Utility to now be known as "Wichita Water Utilities" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water Utilities, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, replacement and relocation of distribution water mains (W-67) (the "Project"). The total costs of the Project are estimated to be five million dollars (\$5,000,000) in 2008 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed five million dollars (\$5,000,000) in 2008 exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office

of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2007.

(Seal)

CARL BREWER, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

(Published in the Wichita Eagle, on _____, 2007.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER UTILITIES OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$5 MILLION, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 07-_____, duly adopted _____, 2007, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water Utilities which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, replacement and relocation of water distribution lines (W-67) (called the "Project"). The total costs of the Project are estimated to be five million dollars (\$5,000,000) in 2008. The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$5 million in 2008, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water Utilities. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within Fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2007.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ KAREN SUBLETT, City Clerk

**City of Wichita
City Council Meeting
December 18, 2007**

TO: Mayor and City Council

SUBJECT: Budget Adjustment – Increased OCI Activity

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the budget adjustment.

Background: The Office of Central Inspection has experienced a higher level of activity than was anticipated in the 2007 Revised Budget. This increased activity for Building & Construction Code Review has increased expenditures for OCI. Concurrently, the increased activities have also increased permit revenue for the OCI Fund.

Analysis: Because Central Inspection activity is a function of economic conditions; a budgeted contingency of \$100,000 was included in the 2007 Revised Budget. The greater than budgeted expenditures in contractual and commodities in the Building & Construction Code Review service can be tied directly to strong commercial development activity.

Financial Considerations: The increased expenditures for contractual activities and commodities can be offset by the Central Inspection Fund's budgeted contingency. In addition, increased fund revenues more than offset the additional expenditures.

Goal Impact: This action impacts the Safe & Secure Community goal. The Building & Construction Code Review service's focus is to ensure the safety of buildings in which people reside, work, and assemble.

Legal Considerations: City Council approval is required for budget transfers in excess of \$25,000.

Recommendations/Actions: Approve the budget adjustment and authorize the transfer up to \$100,000 from the budgeted OCI Fund contingency to the contractual and commodities line items within the OCI budget.

**City of Wichita
City Council Meeting
December 18, 2007**

TO: Mayor and City Council

SUBJECT: Budget Adjustment - Fuel and Capital Grant Matches

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the budget adjustment.

Background: This year Wichita Transit installed benches and pads at bus stops throughout Wichita. This project leveraged local funds by utilizing a FTA capital grant, which funded 80% of the cost. Due to the timing of this effort the local grant match is required from 2007 funds. Additionally, increasing fuel costs, especially the escalating cost of diesel, has impacted Wichita Transit operations.

Analysis: Wichita Transit has savings in several line items. Most of these savings are in personal services, due to turnover savings. These savings are adequate to address the increased fuel and grant match costs.

Financial Considerations: The increased amount necessary to match grants and for additional fuel are offset by savings in personal services and other line items within the 2007 Revised Budget. Total expenditures from the Transit Fund will be within the 2007 Revised budget amount.

Goal Impact: This action impacts the Efficient Infrastructure goal by ensuring reliable and convenient public transportation.

Legal Considerations: City Council approval is required for budget transfers in excess of \$25,000.

Recommendations/Actions: Approve the budget adjustment and authorize the transfer in a not to exceed amount of \$200,000 from under-expenditures within the Transit Fund.

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council

SUBJECT: Approval of Title Transfer – WaterWalk Project (District I)

INITIATED BY: City Manager Office

AGENDA: Consent

Recommendation: Approve the title transfer of a specific parcel within the WaterWalk Project to facilitate financing.

Background: In September 2002, the City of Wichita entered into a development agreement with WaterWalk LLC to develop the East Bank Redevelopment District, which was established in 1995. The Development Agreement was amended in December 2003, October 2004 and June 2006. The 2002 Development Agreement provided, among other things, for the WaterWalk developer to lease portions of the project area from the City for a term of 99 years at the rate of \$1.00 per year, and to construct private, taxable buildings thereon. The 2003 and 2004 amendments made changes that facilitated the recruitment of a destination retailer to the project. The 2006 amendments allow certain publicly-financed improvements associated with Building C to be constructed by design-build.

Building C, located at Main and Lewis, is currently under construction and has been renamed WaterWalk Place. It includes a 490-car parking structure, 48 residential condominium units, 12,000 square feet of office space and 16,000 square feet of retail space. A number of the residential condo units have been contracted for and the buyers have been unable to obtain first mortgage financing for their units because of the underlying ground lease. The developer has asked the City to replace the ground lease with a first-right-of-refusal to repurchase the property for \$1.00.

Analysis: Banks require real estate appraisals as a condition for making first mortgage loans, since the real estate is the primary collateral for the loan. Real estate appraisals acceptable to banks are based in significant part on the analysis of comparable properties. According to WaterWalk LLC, there are no residential condominium properties in the State of Kansas that can serve as comparables for the purpose of real estate appraisals acceptable to banks. The reason for this is that all residential condo properties in Kansas are located on land owned by the condo association and not on leased land. Because of this, banks have been unwilling to make loans for the purchase of condo units in WaterWalk Place.

WaterWalk LLC has offered the City a First Right of Refusal in exchange for the City's agreement to transfer title to the WaterWalk Place land. The First Right of Refusal, in the form of a fee title transfer agreement, will give the City the unilateral right to purchase the land for \$1.00 in the event it should ever be sold, transferred or otherwise change ownership in any way, manner or form. As long as the property remains a condominium property used for the purpose set forth in the First Right of Refusal, its will remain with the ownership entity set forth in the First Right of Refusal, potentially forever. However, if the use or ownership of the property changes, the City will have the right to take back possession of the property whenever that should occur, without regard to the 99-year term of the original ground lease.

Financial Considerations: The City has received a payment of \$99.00 from WaterWalk as prepayment of the dollar-per-year 99-year ground lease. The City will retain these funds in consideration of transferring title to the land.

Goal Impact: Core Area and Neighborhoods, Quality of Life, Economic Vitality and Affordable Living, Safe and Secure Neighborhoods, Efficient Infrastructure: Downtown revitalization is crucial to all aspects of community betterment.

Legal Considerations: The Law Department has reviewed the requested action and has approved the documents as to form.

Recommendations/Actions: It is recommended that the City Council approve the Fee Title Transfer Agreement and authorize the execution of a warranty deed and termination of ground lease.

Attachments: Fee Title Transfer Agreement
Warranty Deed
Termination of Ground Lease

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council

SUBJECT: Approval of Property Tax Rebates – Eaton Place Project (District 1)

INITIATED BY: City Manager Office

AGENDA: New Business

Recommendation: Approve the property tax rebate for the commercial property in the Eaton Place Project.

Background: In 2001, the City of Wichita completed the Eaton Place redevelopment project. The Eaton Place project was a \$15.3 million dollar public-private partnership between the City and MetroPlains Development, LLC, a Minneapolis, Minnesota based developer. The intent of the project was to restore the last complete historic block on Douglas Avenue and create 115 units of mixed income apartments and 30,000 square feet of commercial space on the first floor. The development achieved the community goals of saving the historic Eaton Block and adding substantial new residential and commercial development in downtown Wichita.

The City utilized a wide variety of redevelopment incentives in order to make this difficult project work as a public-private partnership. To finance the residential component of the project, the City provided tax-exempt residential rental facility bonds, a HOME loan, a CDBG loan, a HOME grant, housing tax credits, and historic preservation tax credits. For the commercial component of the project, the City provided a CDBG grant and a lender support agreement to secure a commercial bank loan. The City also acquired the Eaton Block property and conveyed it to the developer at no cost.

In addition to the above incentives, the City also established a redevelopment district for the purpose of providing tax increment financing to defray part of the cost of the project. In the end, tax increment financing was not used in the Eaton Place Project because the project did not include enough elements that were eligible for TIF under state law. To compensate for this loss of potential project funding, the City substituted property tax exemptions and rebates for tax increment financing. The resulting increased project cash flow allowed MetroPlains to incur additional indebtedness in the form of subordinated IRBs.

The residential condominium received a 10-year tax exemption under IRB authority and 5 years of tax rebate payments under the Neighborhood Revitalization Area (NRA) Program, to follow the IRB exemption. Since the commercial condominium was not eligible under state law for IRB tax abatements, the City's intent was to provide the commercial property with 15 years of NRA tax rebates. It has been determined that the actions taken by the City Council in 1998 to provide the 15 years of tax exemptions and rebates did not clearly include the commercial property. To make good on this promised incentive, the City Council needs to re-approve the tax rebate incentive for the commercial condominium.

Analysis: Authority to grant property tax rebates is conveyed to cities through the Neighborhood Revitalization Act, K.S.A. 12-17,114 *et seq.* The statutes require cities to set boundaries and adopt written policies to provide procedures and rules for granting the rebates. The City of Wichita adopted its NRA Program Policy in April 1998 and then entered into interlocal agreements with Sedgwick County and U.S.D. 259 so that rebates include all *ad valorem* taxes on real property. The policy has been amended once and the interlocal agreements have been renewed for an additional 7-year period.

The NRA rebate policy provides for 5-year rebates equal to 95% of incremental taxes on single-family residential property and historic buildings located within the NRA boundaries, and 75% on commercial or industrial property and apartment complexes. The policy expressly gives the City Council the right to make exceptions to the policy and grant rebates that exceed the standard terms relating to the number of years and percentage of the rebates.

The official minutes of the December 15, 1998 City Council meeting show that the City Council made an exception to the NRA Policy and granted a five-year 100% tax rebate, along with a 10-year 100% IRB tax abatement, on the residential portion of the Eaton Place project. No mention is made in the minutes of a tax rebate for the commercial property. The minutes of the Council meeting on August 24, 1999 state that the Council did grant a 15-year 100% tax rebate on the commercial property on December 15, 1998.

Due to this inconsistency in the official record, the Sedgwick County Counselor's Office has asked for further action by the City Council to clarify the City's intent to make an exception to the NRA Policy and grant a 15-year 100% property tax rebate for the Eaton Place's commercial condominium.

Financial Considerations: Under the NRA Program, the City's Economic Development Office receives an accounting each year from the County Appraiser's Office of the properties with approved tax rebates and the amounts due to the owners. The Finance Department transfers funds equal to the total amount of rebates based on the City's mill levy to the NRA rebate fund. The County and School District transfer funds based on their respective mill levies. The City's Treasurer's Office then processes rebate payments to each property owner.

MetroPlains Development submitted NRA rebate applications for both the commercial and residential condominiums. Payments on the commercial property were processed during the first 5 years, pursuant to normal program procedures; however, the payments were withheld as an offset against funds owed to the City by MetroPlains under the lender support agreement. In March 2006, the City and MetroPlains agreed on a cash settlement in exchange for termination of the lender support agreement and the HOME and CDBG loans. The settlement terms allowed the City to retain the withheld tax rebate payments and for MetroPlains to receive future rebate payments, estimated to be approximately \$125,000 over the remaining 10 years. The City's share of future rebate payments will be approximately \$35,000.

Goal Impact: Core Area and Neighborhoods, Quality of Life, Economic Vitality and Affordable Living, Safe and Secure Neighborhoods, Efficient Infrastructure: Downtown revitalization is crucial to all aspects of community betterment.

Legal Considerations: The City Council has the authority under the Neighborhood Revitalization Area Program to make exceptions to the NRA Policy and approve tax rebates that exceed the limits set forth in the Policy.

Recommendation/Action: It is recommended that the City Council approve a 100% tax rebate under the Neighborhood Revitalization Area Program for the Eaton Place commercial condominium for a term ending with tax year 2015.

Attachment(s): None

City of Wichita
City Council Meeting
December 18, 2008

TO: Mayor and City Council

SUBJECT: Approval of Economic Development Incentives for York International (District VI)

INITIATED BY: City Manager Office

AGENDA: New Business

Recommendation: Approve the incentive package.

Background: On February 27, 2001, the Wichita City Council approved a \$350,000 forgivable loan to York International as part of an incentive package that resulted in York consolidating its manufacturing operations by closing a plant in Ohio and moving the jobs to Wichita. Sedgwick County matched the City with a \$350,000 forgivable loan and the State of Kansas offered cash incentives equal to \$700,000. As a result of these incentives, York International increased its employment in Wichita by 450 jobs and constructed a 300,000 square foot addition to their plant at 33rd and Mead in north Wichita, at a cost of \$13 million.

In 2005, York was acquired by Johnson Controls and Wichita has become the headquarters for the Residential Unitary Products Division of York/Johnson Controls. York proposes to make its Wichita plant the center of excellence for production of its “next-generation” residential air conditioner, using newly developed micro-channel heat transfer technology. Selection of Wichita is contingent on purchase of additional land for parking semi-trailers. The Greater Wichita Economic Development Coalition (GWEDC) has worked with the City, County and State to develop an incentive package, subject to approval by the governing bodies.

Analysis: York/Johnson Controls currently employs approximately 1,100 at an average hourly wage of \$13.00. As a result of its decision to expand in Wichita, York/Johnson Controls will increase its employment in Wichita by 300 net new employees and will spend \$45-50 million in new machinery and equipment. The economic development incentives that have been offered are as follows:

City of Wichita –

- Sale of 5.88 acres of land at 33rd & Ohio @ \$.79 per SF
- Forgivable Loan of \$50,000
- No tax abatement

Sedgwick County –

- Forgivable Loan of \$50,000

State of Kansas –

- Forgivable Loan of \$90,000
- Enterprise Zone Tax Credits

The City and County each offered a cash incentive of \$50,000 in the form of forgivable loans, to defray the costs of developing a new parking lot. The land offered by the City is in the Bridgeport Industrial Park and was previously the temporary site of a community soccer field. The price for the land is the same price paid by the City several years ago to acquire the land.

Financial Considerations: Funding for the City's forgivable loan will come from the Economic Development Fund and monies appropriated therein for cash incentives. The terms of the proposed forgivable loan provide for the forgiveness of a portion of the loan balance each year based on achieving projected employment levels over a 5-year period. If at the end of the 5-year term, the projected employment levels have not been reached, the outstanding loan balance will be immediately due and payable.

Goal Impact: Economic Vitality and Affordable Living. Growth of non-aviation manufacturing businesses is the one of the most effective ways to diversify the economy.

Legal Considerations: Prior to the disbursement of any forgivable loan proceeds or the sale of land, additional City Council action will be required to approve a specific forgivable loan agreement and real estate sale agreement.

Recommendation/Actions: It is recommended that the City Council approve the proposed economic development incentive package for York International, subject to approval of appropriate agreements.

Attachment(s): None.

Resolution No. _____

**A RESOLUTION STATING THE CITY OF WICHITA IS CONSIDERING
THE AMENDMENT OF A REDEVELOPMENT PROJECT PLAN FOR
THE DOUGLAS AND HILLSIDE REDEVELOPMENT DISTRICT.**

WHEREAS, by Ordinance No. 47-098 passed August 15, 2006, and published August 17, 2006, the City of Wichita (the “City”) established a redevelopment district pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “Act”), known as the Douglas and Hillside Redevelopment District (the “Redevelopment District”); and

WHEREAS, the boundaries of the Redevelopment District are set forth by a map in **Exhibit A**, narrative description of the district in **Exhibit B** and a narrative description of the project area in **Exhibit C** attached hereto; and

WHEREAS, the City, by Resolution No. R-06-342 adopted June 6, 2006, adopted a redevelopment district plan which identifies proposed redevelopment areas and proposed buildings and facilities to be constructed or improved; and

WHEREAS, the City, proposes to undertake a Redevelopment Project within the Douglas and Hillside Redevelopment District, consisting of a 14-story high-rise tower, with 87 residential condominium units and underground parking, over 50 brownstone-type row houses with built-in 2-car garages, a four-story building of residential flats and retail buildings with loft apartments above, with adjacent parking lots; and

WHEREAS, in accordance with the provisions of the Act, a public hearing was held on February 6, 2007, on the Redevelopment Project Plan dated December 7, 2006 (the “Project Plan”); and

WHEREAS, the City, by Ordinance No. 47-342 passed on February 13, 2007, adopted the Project Plan for the Redevelopment Project; and

WHEREAS, a requested amendment to the Project Plan has been submitted to the City by College Hill Urban Village, LLC and CHUV, Inc. to increase the size of the project area; increase the amount of the Reimbursable Expenditures, as defined in the Project Plan, from \$4,450,000 to \$5,630,000, plus actual interest and financing costs; and

WHEREAS, any substantial change, as defined in the Act, to the Project Plan is subject to a public hearing following publication of notice thereof at least twice in the official City newspaper;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. The City of Wichita is considering the amendment of the Project Plan for the Douglas and Hillside Redevelopment District.

2. The City of Wichita will hold a public hearing to consider the amendment of the Project Plan on the 8th day of January, 2008, at 9:00 a.m., or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas.

3. The governing body will consider making findings and taking action necessary for the amendment of the Project Plan at the public hearing set to be heard herein.

4. A copy of the proposed amendment is available for inspection during the regular office hours in the office of the City Clerk, City Hall, 12th Floor, 455 N. Main, Wichita, Kansas.

5. This Resolution shall be published twice in the official City newspaper.

ADOPTED this ____ day of December, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

City of Wichita, Kansas

- It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS per



Legal Description of the Douglas and Hillside Redevelopment District

All property located between Douglas Avenue on the south, First Street North on the north, Hillside Avenue on the west and Rutan Avenue on the east, within the I.R.R. Subdivision; and lots 2, 4, 6, 8, 10 and 12 on Rutan Avenue in Roembach's Addition; and beginning at the northeast corner of Lot 1 on Rutan Avenue in College Hill Addition, then east 151.25 feet, then south 150 feet then west 151.25 feet, then north 150 feet to the point of beginning; and beginning at the southwest corner of College Park on Douglas Avenue, then east 137 feet; then north 130 feet, then east 13 feet, then north 106.75, then west 150 feet, then south 236.75 feet to the point of beginning; in Wichita, Sedgwick County, Kansas.

Legal Description of the Proposed College Hill Urban Village Project Area

The project area contains all property bounded by the description herein. Beginning on the southwest corner of Lot 6 in the I.R.R. Subdivision; then east 150 feet along the north edge of Victor Place, then north 287 feet, then east 50 feet, then north 10 feet, then east 406.10 feet along First Street North to Rutan Avenue, including Rutan Avenue, then east 151.25, feet then south 150 feet, then east 50 feet, then south 150 feet, then west 50 feet, the south across Victor Place, including Victor Place, then south 106.75 feet, then west 13 feet, then south 130 feet, then west 137 feet, then south 36 feet to Douglas Avenue, then west 156.10 feet, then north 150 feet, then west 375 feet, then north 18.50 feet, then west 75 feet, then north 180 feet to the point of beginning; in Wichita Sedgwick County, Kansas.

**City of Wichita
City Council Meeting
December 18, 2007**

TO: Mayor and City Council

SUBJECT: Resolution Considering the Amendment of a Redevelopment Plan,
Douglas and Hillside Redevelopment District (District II)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendations: Adopt the Resolution stating the City is considering the amendment of the Project Plan for the Douglas and Hillside Redevelopment District.

Background: On August 15, 2006, the City Council adopted an ordinance establishing a redevelopment district in the area of Douglas Avenue and Hillside, for the purpose of providing tax increment financing (TIF) to pay a portion of the costs of constructing a commercial redevelopment project in that area. On February 13, 2007, the City Council approved of the TIF Project Plan. Since that time, College Hill Urban Village, LLC ("Developer") has made changes to the redevelopment project and has requested an amendment to the TIF Project Plan and Development Agreement in order to proceed with the project. Amendment of TIF project plans requires holding a new public hearing at a time and place set by resolution by the City Council.

Analysis: The TIF Project Plan and Development Agreement approved by the City Council consisted of demolition of remaining structures in the Project Area and development of a 14-story high-rise tower, with 87 residential condominium units and underground parking, over 50 brownstone-type row houses with built-in 2-car garages, a four-story building of residential flats and retail buildings with loft apartments above, with adjacent parking lots. The Project Plan also included an aesthetic feature, a roundabout. Since the adoption of the TIF Project Plan, the roundabout has had to be removed due to Fire Department access concerns. The roundabout has been replaced with decorative entry features at the same cost.

The Developer would like to purchase three more properties within the redevelopment district, but outside of the current Project Area, using TIF funds. The Developer has made changes to the project description based on the additional property and other changes needed. The changes to the project have increased the number of units that will be constructed in the area. The new Project Plan will increase the residential condominium units from 87 to 94; the Brownstones will increase from over 50, to 65; phase two will include 3,800 sq ft of retail space, the Clubhouse/Pool has been removed from phase three. The project area will also be increased to include the properties to be purchased.

The additional property and change in design have increased the TIF eligible development costs by \$1,180,000. The increased costs are in property acquisition, demolition, landscaping, park area, public art, street lighting and public parking lots.

The Developer has asked the City to increase the not-to-exceed amount of TIF funding by \$1,180,000. The increased revenue generated will be more than enough to support \$1,180,000 of increased costs. The TIF Project Plan and the development agreement both limit the TIF funding at \$4,450,000 plus financing costs, so both would have to be amended to increase the cap to \$5,630,000.

Financial Considerations: The current TIF-bond financing structure calls for the issuance of general obligation bonds, which are secured solely by TIF revenues generated by the property within the TIF district. .

Goal Impact: Economic Vitality and Affordable Living, Quality of Life, Core Area and Neighborhood. Redevelopment of blighted and declining areas are needed to avoid economic stagnation. Business prospects and workers seeking to relocate are attracted to a new city that takes care of its older sections.

Legal Considerations: The proposed increase in the not-to-exceed amount of TIF funding and increased size of the project area are of sufficient magnitude to require amendment of the TIF Project Plan. Under state law, TIF project plan amendments require public hearings, which must be set by resolution and published on two consecutive weeks in the City's official newspaper. The attached resolution, setting a public hearing for January 8, 2008, has been reviewed by the Department of Law and approved as to form.

Recommendation/Action: It is recommended that City Council adopt the resolution setting a public hearing on January 8, 2008 to consider amendments to the Douglas and Hillside Redevelopment District, authorize the necessary signatures and direct the City Clerk to cause the resolution to be published on two consecutive weeks prior to the date set for the public hearing.

Attachment(s): Resolution Stating the City of Wichita is considering the amendment of the Project Plan for the Douglas and Hillside Redevelopment District

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS TO INITIATE PROCEEDINGS TO AMEND THE ORDINANCE
ESTABLISHING A SELF SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT
PURSUANT TO K.S.A. 12-1794 ET SEQ.

WHEREAS, the governing body of the City of Wichita established the Downtown Self-Supported Municipal Improvement District by Ordinance No. 44-895, approved March 20, 2001, pursuant to K.S.A 12-1796;

WHEREAS, Section 5 of Ordinance No. 44-895, pertains to the Term of the District and provides as follows:

“Term. The term of the existence of the District shall be from the effective date of this Ordinance, and terminating on December 31, 2011, unless sooner dissolved pursuant to K.S.A. 12-1799, and shall include not to exceed ten (10) assessments for the operation of the District during each subsequent year during the term of the District.”

WHEREAS, the governing body of the City of Wichita on its own motion pursuant to K.S.A. 12-1798, desires to initiate proceedings for the amendment of said ordinance pertaining to the Term of the District;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, THAT;

Section 1. Proceedings for the amendment of the Term of the Ordinance establishing the Downtown Self-Supported Municipal Improvement District (the “District”) be initiated as provided by law, subject to the restrictions and limitations set forth herein.

Section 2. Section 5 of Ordinance No. 44-895 of the City of Wichita be amended to provide as follows:

“Term. The term of existence of the District shall be from the effective date of Ordinance No. 44-895 and terminating December 31, 2012, provided that beginning in 2008 and in each subsequent year, such termination date shall be deemed extended by one addition year without further amendment of the ordinance, upon the approval of the budget for the District by the governing body, unless the governing body disapproves of such extension in any such year or unless the District is sooner dissolved pursuant to K.S.A. 12-1799.”

Except as specifically amended, all provisions of Ordinance No. 44-895 shall remain in full force and effect.

Section 3. A public hearing shall be held on February 12, 2008 at 9:30 a.m. (or soon thereafter) in the Council Chambers of the City of Wichita at 455 North Main Street to hear public comment regarding the amendment of the ordinance establishing the District.

Section 4. A copy of this Resolution shall be mailed by certified mail to each owner of land within the District not less than 15 days prior to the date of the hearing set herein. A copy of such resolution shall also be mailed to the Wichita-Sedgwick County Planning Commission.

Section 5. The governing body of the City of Wichita shall not take final action on the proposed amendment to the ordinance within 30 days after the public hearing has been held nor prior to the receipt from the planning commission of a finding that the amendment of the Term of the District is consistent with the comprehensive plan for the development of the City. If the governing body finds that amendment of the ordinance is advisable and in the best interest of the City, it may adopt an ordinance amendment subject to the limitations and restrictions set out in this resolution.

Section 6. This resolution shall be published in the official newspaper of the City once each week for three consecutive weeks, the last such publication to be not less than one week nor more than two weeks preceding the date fixed for the public hearing.

PASSED AND APPROVED THIS 18th DAY OF DECEMBER, 2007.

THE CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
December 18, 2008

TO: Mayor and City Council

SUBJECT: Resolution Considering Amendments to the Self-Supported Municipal Improvement District (SSMID) Ordinance (Districts I, IV and VI)

INITIATED BY: City Manager Office

AGENDA: New Business

Recommendation: Adopt the resolution stating the City is considering amendments to the SSMID Ordinance and setting a public hearing.

Background: On March 20, 2001, the City Council adopted an ordinance establishing a self-supported municipal improvement district (SSMID) for downtown Wichita (the “SSMID Ordinance”). The ordinance provides for the levying of an additional ad valorem tax, up to 10 mills, on all taxable real and personal property located within the boundaries set forth in the SSMID Ordinance. The SSMID boundaries generally describe the area from the Arkansas River to Washington and Kellogg to Central. The term of the SSMID Ordinance is 10 years, until December 31, 2011.

On December 18, 2001, the City Council approved a contract with the Wichita Downtown Development Corporation (WDDC) to provide economic development services to the City for the revitalization of the SSMID area described above. The contract for downtown development services with the WDDC provides for payments of SSMID assessment revenues to the WDDC in consideration of the implementation of the scope of services set forth in the contract. The WDDC Board of Directors has requested an amendment to the SSMID Ordinance that would extend the term of the Ordinance.

Analysis: The Wichita Downtown Development Corporation, with an estimated annual budget of \$500,000 funded by SSMID assessments, focuses its efforts in four major program areas:

1. **Image enhancement and marketing programs** to attract consumers visitors and residents and promote a positive downtown image.
2. **Business retention and recruitment initiatives** to retain, grow and attract jobs, businesses and investment.
3. **Urban vitality improvements** to make downtown more attractive and vital.
4. **SSMID operations** to support program activities

The WDDC Board is in the process of a national search for a new president to lead the organization and believe that the extension of the term of the SSMID Ordinance will assist in that effort by addressing any concern about how long the job might last.

The WDDC Board is asking for an amendment that would extend the term of the SSMID Ordinance by one year, to 2012, then automatically extend it by one year each year that the City Council adopts the annual SSMID budget, starting with the budget adoption in August 2008, unless the City Council affirmatively disapproves the extension. This will provide the WDDC and SSMID Advisory Board with a 5-year rolling budget horizon within which to plan future activities.

Financial Considerations: SSMID assessments are billed to property owners by the County Treasurer as part of each year's property tax statement. Assessments are collected by the County Treasurer and distributed to the City along with property taxes. A detailed budget for the use of SSMID revenues is recommended each year by a City-appointed SSMID Advisory Board and submitted to the City Council for approval as part of the normal budget process. The annual tax levy that results has been around 5 mills in past years.

Goal Impact: Core Area and Neighborhoods, Quality of Life, Economic Vitality and Affordable Living, Safe and Secure Neighborhoods, Efficient Infrastructure: Downtown revitalization is crucial to all aspects of community betterment.

Legal Considerations: K.S.A. 12-1794 *et seq.* provides the authority and procedures for establishing and operating self-supported municipal improvement districts, including amendments to the SSMID Ordinance. To amend provisions to the SSMID Ordinance, the City Council must first adopt a resolution setting a public hearing to consider the amendments. The public hearing must be held not-less-than 30 days or more than 60 days following the adoption of the resolution. The resolution must be mailed to all property owners in the District and published three times with the last publication not less than one week prior to the date set for the public hearing. Following the public hearing, the City Council must wait at least 30 days before final adoption of an ordinance amending the SSMID Ordinance. The City Council shall not take final action to amend the SSMID Ordinance if the City Clerk receives a petition opposing the amendment within 30 days of the public hearing, signed by 40% of all owners of property located within the SSMID boundaries who also own 40% of the total assessed valuation of the SSMID.

Recommendation/Action: It is recommended that the City Council adopt the resolution setting a public hearing on February 12, 2008 for consideration of amendment of the SSMID Ordinance and direct the City Clerk to give notice of the hearing in the manner required by law.

Attachment(s): Resolution

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council

SUBJECT: 2008 Special Liquor Tax Fund Allocations and Contracts

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve funding allocations and contracts developed for those allocations.

Background: In December of 1999, the City Council set policy guidelines for the use and administration of the Special Liquor Tax dollars received for alcohol and substance abuse prevention and treatment. These policy guidelines were reviewed and reaffirmed at a May 24, 2005 City Council workshop and are being used in the operation and administration of the 2007 Special Liquor Tax Program. The 2007 program has a provider operating budget of \$1,670,495 and uses 15 different organizations to operate 21 projects in the provision of alcohol and substance abuse prevention, treatment, detoxification, case management and administrative services. There is no an option to renew current non-administrative providers through the 2008 calendar year.

A comprehensive Special Liquor Tax services request for proposals (RFP) was issued by the City's Purchasing Office to procure services for the 2008 calendar year. Seventeen (17) proposals were received in response to its issuance.

Special Liquor Tax Coalition members are appointed to assess Special Liquor Tax Program needs and make program-funding recommendations to the City Council. Staff of COMCARE, which is the program administrative contractor, conducts monitoring of current programs and has reviewed third quarter outcome results with the Coalition. The Coalition has also reviewed the proposals received in response to the Special Liquor Tax Programs RFP. Based on those reviews the Coalition is recommending that the Council approve allocations and contracts for 13 current providers offering 16 different projects for a non-administrative 2008 program total of \$1,527,332.

Analysis: The 16 Special Liquor Tax proposals recommended for 2008 funding include both prevention and treatment programs and a case management program designed to coordinate the needs of families and individuals receiving services though the various programs. Recommended programs address diverse populations, which include children and adults, men and women, various ethnic groups and judicially detained/referred individuals. These programs also have addressed the RFP's intent to serve clients within the New Communities Initiative (NCI) initial focus area.

The only proposal received that was not recommended for funding was from Rainbows United. The Coalition did not recommend the Rainbow's project for funding because it was felt that the proposal's outcomes could not be sufficiently tied to the reduction of alcohol or substance abuse.

Funding level recommendations for the 16 recommended proposals either equal the proposal amount requested or exceed the program's 2007 funding level, except for the Regional Prevention Center recommendation. Considerations that went into the funding level recommendations included how clearly the proposal defined the program funded and how successfully the program met its 2007 outcome-based measurements. All proposals recommended for funding contain outcomes based measures, which will be

monitored for successful performance during 2008. The following chart lists the providers' 2007 funding level, the 2008 proposal amount and the Coalition's 2008 recommended funding level.

Submitted Program Proposals	2007 Funding Level	2008 Proposal Amount	2008 Recommended Funding
Big Brothers/Big Sisters	\$ 73,400	\$ 134,135	\$ 98,400
Center for Health and Wellness	\$ 105,527	\$ 172,720	\$ 150,000
Communities in Schools	\$ 31,652	\$ 31,652	\$ 31,652
Friends of Recovery Association	\$ 13,000*	\$ 135,753	\$ 68,000
Higher Ground, TiyoSPA/CBC	\$ 68,535	\$ 101,520	\$ 70,000
Higher Ground, TiyoSPA/Pueblo	\$ 70,000	\$ 80,000	\$ 80,000
Knox Center	\$ 34,215	\$ 77,825	\$ 40,000
Mental Health Association	\$ 42,000	\$ 128,239	\$ 42,000
Miracles, Case Management	\$ 150,000	\$ 150,000	\$ 150,000
Miracles, Children's Prevention	\$ 71,800	\$ 78,924	\$ 72,000
Parallax Program, Chronic Relapse	\$ 109,410	\$ 109,410	\$ 109,410
Parallax Program, Social Detox.	\$ 275,870	\$ 275,870	\$ 275,870
Rainbows United	\$ 0	\$ 42,070	\$ 0
Recovery Concepts (formerly IATS)	\$ 48,870	\$ 65,000	\$ 50,000
Regional Prevention Center	\$ 199,070*	\$ 227,319	\$ 100,000
Substance Abuse Center of Kansas	\$ 124,111*	\$ 164,191	\$ 150,000
Youth Development Services	\$ 33,530	\$ 94,067	\$ 40,000
Totals	\$1,450,990**	\$2,068,695	\$1,527,332

* = combined total for two 2007 programs

** = 2007 total provider allocation was \$1,542,980 (one former provider didn't submit proposal)

Financial Considerations: 2008 funding will be available in the Special Liquor Tax Fund to contract with providers for the seventeen (17) recommended programs totaling \$1,527,332. The 2008 budget for provider projects is \$1,673,500, which leaves a balance of \$146,168 for future consideration by the Council. Program administration funds are budgeted at \$127,515 for the contract period. No general fund monies are obligated.

Goal Impact: The fulfillment of provider agreements will enhance the quality of life of Wichita residents by reducing the negative consequences of alcohol and other drug abuse.

Legal Considerations: Approval as to form by the Law Office will be obtained prior to the execution of the 2008 Special Liquor Tax provider agreements.

Recommendation/Actions: It is recommended that the City Council approve the funding allocations and provider contracts developed for those allocations.

Attachments: none

**City of Wichita
City Council Meeting
December 18, 2007**

TO: Mayor and City Council
SUBJECT: Central and Hillside Tax Increment District (Districts I and II)
INITIATED BY: Department of Finance
AGENDA: New Business

Recommendations: Approve resolution.

Background: On December 11, 2001, the City Council adopted a redevelopment project plan for the Central and Hillside Redevelopment District. The Project Plan called for the City to work with Starr Holdings, LLC (the "Developer") to redevelop the project area, which is bounded by Central Avenue, Hillside Avenue, Third Street and Rutan Avenue.

The Project consisted of the following:

- Demolition of all existing structures located on the Project site,
- Sale and disposition of various parcels of land to various parties;
- Construction of stormwater drainage structures and other infrastructure,
- Construction of a hotel, a Walgreen's drug store and a strip shopping center, and
- Associated paving, fencing and landscaping.

The City agreed to purchase a 1.7 acre parcel for the hotel site, leased to Wesley Inn LLC (the hotel developer) under a 50-year lease. They also agreed to pay one-fourth of the cost of demolishing the 8-story building located at 3333 E. Central, up to a maximum contribution of \$150,000. In addition, the City agreed to construct an enclosed stormwater drainage system on the Project site. Lastly, the City agreed to provide \$70,000 for various landscaping, fencing and infrastructure costs. Total expenditures for the Project were \$1,560,002.57.

Analysis: It was anticipated that the redevelopment costs of projects funded with tax increment would be financed with general obligation bonds. The TIF district produced a sufficient cash flow to fund the project over a four-year term without issuing long-term debt.

The Kansas Statutes Sections 12-1775(b)(2) states ... "When the redevelopment project costs have been paid and such obligation bonds and interest thereon have been paid, all moneys thereafter received from real property taxes within such redevelopment district shall be allocated and paid to the respective taxing subdivisions in the same manner as are other ad valorem taxes. If such obligation bonds and interest thereon have been paid before the completion of a project, the city may continue to use such moneys for any purpose authorized by this act until such time as the project is completed, but for not to exceed 20 years from the date of the approval of the project plan, except as otherwise provided by this act."

Staff is recommending the City Council effectively terminate the TIF with a resolution stating the project is complete and future funds are not required from the Central and Hillside Redevelopment District. With this action, the Project area will no longer require the capturing of property taxes within a special fund for distribution to the City of Wichita.

Financial Considerations: The Project has been fully funded and closed. The TIF fund has a balance of \$874,432 and the Project account has \$45,998, together totaling \$920,430. To the extent possible, these funds should be returned to Sedgwick County for distribution to the respective taxing subdivisions.

Goal Impact: The City's goal of Economic Vitality and Affordable Living is enhanced by the use of Tax Increment Financing to leverage investment from local developers and commercial development adding value to the City.

Legal Considerations: The Law Department has prepared the resolution.

Recommendation: It is recommended that the City Council approve the resolution, authorize payment of excess funds to Sedgwick County for distribution as appropriate to all taxing jurisdictions and authorize budget adjustments as required.

Attachment: Resolution

RESOLUTION NO.

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, CONCERNING COMPLETION OF THE REDEVELOPMENT PROJECT PLAN FOR THE CENTRAL AND HILLSIDE REDEVELOPMENT DISTRICT, AND CONFIRMING THAT ALL ASSOCIATED REDEVELOPMENT PROJECT COSTS HAVE BEEN PAID.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the “City”) heretofore, on December 11, 2001, adopted a redevelopment project plan for the Central and Hillside Redevelopment District. The Project Plan called for the City to work with Starr Holdings, LLC (the “Developer”) to redevelop the project area, which is bounded by Central Avenue, Hillside Avenue, Third Street and Rutan Avenue; and,

WHEREAS, although it was initially anticipated that the redevelopment costs of the redevelopment project plan funded with tax increment would be financed with general obligation bonds, the redevelopment district actually produced a sufficient cash flow to fund the project over a four-year term without issuing long-term debt; and,

WHEREAS, the redevelopment project plan has now been successfully completed, with total expenditures for the redevelopment project of \$1,560,002.57, all of which costs have been paid, and balances of \$874,432 and \$45,998 remain in the TIF fund and Project Account, respectively, together totaling \$920,430; and,

WHEREAS, K.S.A. 12-1775(b)(2) contemplates that, when a redevelopment project plan is completed, and the redevelopment project costs of such redevelopment project plan, and any bonds (and the interest thereon) used to finance such costs, have been paid, all moneys thereafter received from real property taxes within such redevelopment district shall be allocated and paid to the respective taxing subdivisions in the same manner as are other ad valorem taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. The Governing Body hereby finds that the redevelopment project plan for the Central and Hillside Redevelopment District has been completed, that all associated redevelopment project costs have been paid, that no bonds are outstanding in relation to such costs, and that balances of \$874,432 and \$45,998 remain in the TIF fund and Project Account, respectively, together totaling \$920,430.

Section 2. The Governing Body hereby further finds that, pursuant to K.S.A. 12-1775(b)(2), all moneys hereafter received from real property taxes within such the Central and Hillside Redevelopment District should be allocated and paid by Sedgwick County to the respective taxing subdivisions in the same manner as are other ad valorem taxes.

Section 3. The Governing Body hereby authorizes the Director of Finance, or other appropriate City staff, to furnish a copy of this Resolution to the Treasurer, Clerk, and any other appropriate officers of Sedgwick County, and to take such further actions not inconsistent herewith as may be necessary to carry out the purposes contemplated by this Resolution.

Section 4. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City of Wichita, Kansas.

ADOPTED by the governing body of the City of Wichita, Kansas, this 18th day of December, 2007.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Gary E. Rebenstorf
Director of Law

**City of Wichita Arts Council
City Council Meeting
December 18, 2007**

TO: Mayor and City Council
SUBJECT: Contact Renewal: Greater Wichita Convention & Visitors Bureau
(All Districts)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: New Business

Recommendation: It is recommended that City Council approve to renew the attached Contract with the Greater Wichita Convention and Visitor's Bureau for fiscal year 2008.

Background: Fiscal year 2007 brought several successes to the GWCVB. The Bureau has exceeded their primary goal of securing 106,000 convention room nights as well as 4,200 group tours. They also increased their membership and private sponsorship dollars, well exceeding their goal of \$198,000. They also increased national advertising for Wichita with ads in national publications such as Fortune magazine and USA Today.

Analysis: The Contract for the current fiscal year was negotiated with City staff and representatives from the Greater Wichita Convention and Visitors Bureau. The results are a proposed 2008 contract with performance goals for the GWCVB outlined in "Exhibit B." Exhibit B includes relevant and measurable goals in a performance matrix format. The Bureau continues strive to exceed its base goals while working to secure larger conventions approximately every 5 years.

Financial Consideration: The 2008 Adopted budget includes funding for GWCVB annual allocation in the amount of \$1,977,510 from the Tourism and Convention Fund. The 2008 contract increases GWCVB allocation of \$94,170 or 5.0%. The T&C Fund will also finance an additional payment of up to \$75,000 to the GWCVB, as a dollar for dollar match for private funds the Bureau raised in 2008 exceed its baseline goal of \$200,000.

Goal Impact: This project will impact "Economic Vitality," due to Wichita's economic development having a direct correlation to the vitality and success of the tourism and service industries. "Quality of Life" will also be impacted as the GWCVB helps promote attendance at various cultural attractions and events.

Legal Consideration: The contract has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that City Council approve to renew the attached 2008 Contract with the Greater Wichita Convention and Visitor's Bureau.

WICHITA CONVENTION AND TOURISM BUREAU, INC.

CONTRACT

THIS CONTRACT entered into this December 18, 2007 by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Wichita Convention and Tourism Bureau, Inc. (hereinafter referred to as the Delegate Agency).

WHEREAS, the City by Charter Ordinance has instituted a Transient Guest Tax, the revenues from which are available for expenditure for convention and tourism activities located within the City and County; and

WHEREAS, the City believes that as a result of professional, promotional sales and services, convention and tourism can be increased; and

WHEREAS, the City desires to engage the Delegate Agency to render certain itemized professional services and activities hereinafter described; and

WHEREAS, the Delegate Agency warrants that it employs, and throughout the duration of this contract will continue to employ, professional staff capable of providing those services and activities occurring within the City; and

WHEREAS, the Delegate Agency further warrants that it possesses the fiscal and administrative capability necessary to account for and to expend all City funds provided in compliance and conformance with the terms and conditions of this contract; and

WHEREAS, the City desires to generate new dollars in the Wichita area economy through the promotion of Wichita as a convention and visitor destination.

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Delegate Agency, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and outlined per Exhibit B.

In addition, Delegate Agency will support a joint marketing venture with other agencies receiving Transient Guest Tax funds and will not charge other City-affiliated museums or attractions such as, but not limited to, the Wichita Art Museum, Botanica, the Mid-America All-Indian Center, Old Cowtown Museum, Wichita-Sedgwick County Historical Museum, the Kansas Aviation Museum, and the Kansas African American Museum, fees to participate in Delegate Agency's marketing or membership activities.

SECTION 2. TIME OF PERFORMANCE. The services of the Delegate Agency are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of this contract through a period of twelve months ending no later than December 31, 2008

SECTION 3. RECORDS, REPORTS AND INSPECTION

A. Establishment and Maintenance of Records. The Delegate Agency shall establish and maintain records as prescribed by the City (with respect to all matters covered by this contract). Except as otherwise authorized by the City, the Delegate Agency shall retain such financial records for a period of three years after receipt of the final payment under this contract or termination of this contract.

B. Documentation of Costs. All costs with respect to the services per Exhibit B shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and Information. The Delegate Agency, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract. The Delegate Agency will submit said reports on the date(s) designated by the City. In addition, the Delegate Agency will submit all regularly required reports as itemized on Exhibit B on the due dates established therein.

D. Audits and Inspections. The Delegate Agency shall at any time during normal business hours and as often as the City may deem necessary make available to the City for examination all of its records and data with respect to all matters covered by this contract and shall permit the City or its designated authorized representative to audit and inspect all invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this contract. The Delegate Agency, within 120 days from the date of expiration of this contract shall furnish to the City an annual fiscal audit prepared by an independent Certified Public Accountant as to the compliance of all stipulations in this contract and its exhibits.

SECTION 4. CONFLICT OF INTEREST. Members of the Board of Directors of the Delegate Agency shall abstain from any action in regard to a pending matter before the Board of Directors that will affect any business in which such Trustee has a substantial interest as defined in K.S.A. 75-4301.

SECTION 5. DISCRIMINATION PROHIBITED. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, sex or age. (Reference Title VI of the Civil Rights Acts of 1964 Pub. L. 88-352). The Delegate Agency further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements" as provided in Exhibit A attached hereto.

SECTION 6. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments with respect to the services per Exhibit B.

SECTION 7. ASSIGNABILITY. The Delegate Agency shall not assign any interest in this contract without prior written consent of the City.

SECTION 8. COPYRIGHTS. If this contract results in a book or other materials which may be copyrighted, the author is free to copyright the work, but the City reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted materials and all material which can be copyrighted. The Delegate Agency agrees to allow the City use of any and all books or materials, copyrighted or otherwise, which may pertain to marketing, managerial, or financial operations of the Delegate Agency.

SECTION 9. USE AND DISPOSITION OF PROPERTY.

A. Ownership During Usage by Agency. All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in Exhibit B.

B. Disposition of Personal Property. In the case of termination of the funding or of any individual project activity, all personal property in the possession of the Delegate Agency or the Agency's representative(s) purchased with funds under this contract shall be returned to the City immediately upon the termination of the contract. The Delegate Agency shall be responsible for any item(s) that are included on the Agency's inventory list. If these items are not returned to the City, the Agency shall forthwith reimburse the City for the appraised value of said item(s) less reasonable depreciation as mutually agreed by the City and the Delegate Agency, unless otherwise specified in Exhibit B.

SECTION 10. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Delegate Agency relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total payments to the Delegate Agency will not exceed \$1,977,510 , unless modified as provided herein.

C. Restriction on Disbursement. No transient guest tax funds shall be disbursed to a subcontractor of the Delegate Agency except pursuant to a written contract that incorporates by reference the general conditions of this contract.

E. Unearned Payments. Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City; or if it is determined that the transient guest tax revenues are not sufficient to meet all budgeted services and activities of the total transient guest tax budgets which are established for the year under which this contract is in effect.

SECTION 11. TERMINATION CLAUSE. Upon breach of the contract by the Delegate Agency, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 15, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. Upon cancellation or termination of this contract no further funds shall be payable or paid hereunder; and all funds remaining in the possession of the Delegate Agency at the time the City gives the cancellation notice shall be forthwith returned to the City. Upon breach of the contract by the Delegate Agency, it shall be entitled to be reimbursed by the City for actual expenditures incurred under the Contract.

SECTION 12. AMENDMENTS.

A. Changes. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Delegate Agency mutually agree, changes in this contract may be effected by placing them in written form and incorporating them into this contract.

B. Budget Transfers. All budget transfers shall be approved and signed by all the signatories of the original contract if such a transfer shall substantially change the intent of the contract. Upon determination by the City Manager such an amendment should be presented to the City Council for approval, he shall place the amendment on the City Manager's Agenda for consideration by that governing body.

SECTION 13. PERSONNEL AND SERVICES. All services required herein will be performed by the Delegate Agency under the direction of its Board of Directors or Directors.

SECTION 14. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of this contract.

SECTION 15. ANTI-TRUST LITIGATION. For good cause, and as consideration for execution of this contract, the Delegate Agency, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Delegate Agency pursuant to this contract.

SECTION 16. APPENDICES. All exhibits referred in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

SECTION 17. INDEPENDENT CONTRACTOR. The Delegate Agency may negotiate directly for conventions, events and other bookings in order to generate room nights intended to generate a direct economic benefit for the local economy. In so doing, the Delegate Agency will be an independent contractor, and not the agent of the City. The Delegate Agency will not represent or imply to others that it possesses any agency authority on behalf of the City.

In support of the Delegate Agency's endeavors to obtain convention and similar bookings, the City may, from time to time, approve financial support and facilitate accommodations to the Delegate Agency, subject to availability of adequate funds properly budgeted and appropriated for this purpose.

EXHIBIT A Nondiscrimination and Equal Employment Opportunity Statement
EXHIBIT B Performance Criteria

IN WITNESS WHEREOF, the parties have executed this contract on the December 18, 2007

THE CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

DELEGATE AGENCY

John Rolfe, President/CEO
Greater Wichita Convention &
Visitors Bureau, Inc.

Approved as to Form:

Gary E. Rebenstorf, Director of Law

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplies of the City, by whatever term identified herein, shall comply with the following Non-Discrimination—Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the Phrase, “Equal Opportunity Employer”, or a similar phrase to be approved by the “Kansas Human Rights Commission”;
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the “Kansas Human Rights Commission” in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the “Kansas Human Rights Commission” which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Exempted from these requirements are: (State of Kansas)
1. Any contractor, subcontractor, vendor or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the Federal government, or a contract involving Federal funds.
 2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.
 3. Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000) or less during the fiscal year of the City.
- D. Provisions of the City of Wichita, Kansas, relating to Non-Discrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall observe the provisions of the Code of the City of Wichita against discrimination (Section 2.12.900, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract, purchase order or agreement because of race, religion, color, sex, “disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification”, national origin, ancestry or marital status. The vendor supplier, contractor or subcontractor shall practice Non-Discrimination – Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Rights and Services Board of the City of Wichita, Kansas, “Civil Rights and Services” in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, “disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification”, national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, “Equal Opportunity Employer”, or a similar phrase that is deemed acceptable by the “Wichita Civil Rights and Services Board”;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules, regulations and the orders issued by the Board pursuant thereto, and will permit access to books, records and procedures concerning employment relations by the "Civil Rights and Services Board" of said City for the purpose of investigation to ascertain compliance with Non-Discrimination – Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the Board in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be initiated against such vendor, supplier, contractor or subcontractor;
4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Non-Discrimination – Equal Employment Opportunity under a decision or order of the "Civil Rights and Services Board" of the City of Wichita, Kansas, which has become final, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be canceled, terminated or suspended in whole or in part by the City of Wichita, and such other sanctions and remedies may be imposed as provided by law;
5. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 4 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

E. Exempted from these requirements are: (City of Wichita)

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita, or any of its agencies, who wishes to enter into a contract, purchase order or agreement which is covered by the provisions of Section 2.12.908 of the Code of the City of Wichita, Kansas, shall prior to entering into such contract, purchase order or agreement, submit to the "Civil Rights and Services Board" of the City of Wichita, Kansas, a preliminary report on forms provided by the Board concerning Non-Discrimination – Equal Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:

- a. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 - b. The provisions of Section 2.12.908 shall not apply to vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.
 - c. Those contractors, subcontractors, vendors or suppliers not exempted herein whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correction of such deficiencies in accordance with instructions included with the preliminary report for review, evaluation and acceptance prior to a contract, purchase order or agreement award.
- F. Failure of any contractor, subcontractor, vendor or supplier to report to the “Kansas Human Rights Commission” as required by K.S.A. 1976 Supp. 44-1031, as amended, or to the “Civil Rights and Services Board” of the City of Wichita as required by 2.12.908, of the Code of the City of Wichita, Kansas; or being found guilty of a violation of the City’s Ordinances, State Statutes, or Federal Statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

EXHIBIT B

GREATER WICHITA CONVENTION & VISITORS BUREAU 2008 PERFORMANCE CRITERIA

It is mutually agreed and understood by the City of Wichita and the Wichita Convention and Tourism Bureau, Inc., d/b/a Greater Wichita Convention & Visitors Bureau, hereinafter referred to as the “City” and the “Delegate Agency” respectively, that the execution of this contract commits the Delegate Agency to the following goal statements and objectives.

MISSION STATEMENT

The mission of the Greater Wichita Convention & Visitors Bureau is to market the Greater Wichita Area as a destination, thereby enhancing the economic development of the city, county, region and state.

OBJECTIVE # 1:

The Delegate Agency will generate convention/meeting and travel trade business for Wichita.

A. Convention Sales Future Bookings (Conventions booked from Jan 1-Dec. 31, 2008):

1. Generate **110,000** room nights for a direct economic revenue impact of **\$39,457,000 ***.
2. Maintain a five-year average of **124,400** room nights.

	2003	2004	2005	2006	2007 Forecast	2007 Goal	2008 Goal
Room Nights Secured:	111,648	200,128	102,072	111,289	106,000	106,000	110,000
American Bowling Congress:		(85,000)					
National Square Dancers:		(8,000)					
National Forensic League:		(12,713)					
Room nights net of large bookings:	111,648	94,415	102,072	111,289	106,000	106,000	110,000
Summation of Typical Bookings:	525,424						
Benchmark: (5-Yr. Avg. (2002-2006)):	105,085						
Summation of Large Bookings:	631,137						
Benchmark: (5-Yr. Avg. (2002-2006)):	126,227						

*Economic Impact Formula: Room Nights X 1.7 average guest per room x \$211.00 expenditure level = direct revenue (source: DMAI)

EXHIBIT B

OBJECTIVE #1 (continued):

The Delegate Agency will generate convention/meeting and travel trade business for Wichita.

B. Tourism Sales Bookings - Tours hosted from Jan1-Dec 31, 2007:

1. **Motorcoach Overnight Tours:** Generate overnight tours utilizing a total of **2,000** room nights with a minimum direct economic revenue impact of **\$240,000*** (assuming one person per room).
 - a. Maintain a five-year average of **2,099** room nights.

	2003	2004	2005	2006	2007 Forecast	2007 Goal	2008 Goal
Room Nights Secured:	2,384	2,736	1,546	2,922	1,350	2,300	2,000
WIBC:		(292)					
Room Nights net of Large Bookings:	2,384	2,444	1,1546	2,922	1,350	2,300	2,000
Summation of Typical Bookings:	10,646						
Benchmark: (5-Yr. Avg., 2002-2006):	2,188						
Sum of Large Bookings:	10,938						
Benchmark: (5-Yr. Avg., 2002-2006):	2,188						

*Direct Revenue Formula: # of passengers x \$120.00 expenditure level x # nights. (source=DMAI)

2. **Motorcoach Day Trips:** Generate 100-Day Trips comprised of 4,000 passengers for a direct economic impact of \$230,400*.

	2003	2004	2005	2006	2007 Forecast	2007 Goal	2008 Goal
Day Trip Passengers:	3,630	3,603	4,904	5,124	3,000	4,200	4,000
Sum of Passengers:	20,261						
Benchmark: (5-Yr. Avg., 2001-2005):	4,052						

Note: *Direct Revenue Formula: # of passengers x \$57.60 (average daily expenditure). (Source = DMAI)

EXHIBIT B

OBJECTIVE #2 - Marketing & Promotion:

Continue Implementation of a multi-faceted marketing program promoting Wichita as a Destination

A. Increase reach to regional television viewers:

	2006	*2007 Goal	2008 Goal
Viewers	N/A	3,108,091	10,000,000

Note: *Total viewers through 9/30/07 were 6,686,920

Television was a new 2007 initiative resulting from an opportunity for cooperative advertising with the state of Kansas, this partnership will continue into 2008. 2007 viewers are based on five weeks of viewership, this will increase to seven weeks during 2008.

B. Increase regional and statewide billboard impressions:

	2006	*2007 Goal	2008 Goal
Impressions	83,637,098	84,989,794	90,000,000

Note: *2007 impressions through 9/30/2007 were 91,876,512.

During 2007 impressions were up due to a partnership with McDonalds. It is too early to predict if this partnership will continue into 2008. The 2008 goal is based on billboard impressions without the McDonalds partnership.

C. Increase quality national, regional and statewide print advertising impressions:

	2006	*2007 Goal	2008 Goal
Impressions	7,325,629	4,863,200	10,000,000

Note: *2007 impressions through 9/30/2007 were 13,420,448.

We have found that regional Midwest market publications reach our target market mix better than national publications. For 2008 we will be changing our print advertising marketing approach to include more advertising in regional Midwest market publications and less advertising in national publications. This will result in fewer overall impressions so our 2008 goal has been set below the 2007 actual impressions.

EXHIBIT B

OBJECTIVE #2 (continued) - Marketing & Promotion:

Continue Implementation of a multi-faceted marketing program promoting Wichita as a Destination

D. Increase website requests and page views:

	2003	2004	2005	2006	2007 Goal	***2008 Goal
Page Views	1,081,215	845,302	950,383	1,551,620	*1,200,000	1,320,000
Visits					**650,000	715,000

Note: *2007 Website page views through 9/30/2007 are 1,108,881.

**2007 Website visits through 9/30/2007 are 576,101.

***2008 Goal is a 10% increase from 2007 goal.

It has been determined that visits are the best way to track website usage. This information is not available prior to 2007.

E. Increase number of contacts with media/travel writers:

	2003	2004	2005	2006	*2007 Goal	2008 Goal
Contacts	69	73	112	494	110	175

Note: *Total contacts through 9/30/2007 were 158.

Contacts were up in 2006 due to the attendance of the Travel Media Showcase and Chicago Travel Writers Event.

EXHIBIT B

OBJECTIVE #3 - Awareness & Community Support:

Generate positive awareness of Wichita as a leisure, convention and business destination and build community support for the Delegate Agency and its mission, vision and goals.

A. Hospitality Training Program (Customer Service Professional - CSP)

1. Increase number of participants/certifications given:

	2005	2006	2007* Goal	2008 Goal
Sessions	3	7	6	6
Participants	53	129	130	130
Certifications	11	40	35	35

Note: *Total Sessions/Participants/Certifications through 9/30/2007 are 4/53/14.

OBJECTIVE #4 - Wichita Film Commission:

A. Continue with film and production crew assistance.

	2006	2007* Goal	2008 Goal
Crew Assistance	45	50	50

Note: *Total through 9/30/07 is 44.

EXHIBIT B

OBJECTIVE #5 - Funding:

Secure additional private funding resources to augment the Delegate Agency's transient guest tax allocation.

A. In-Kind and Cash

1. Aggressively seek **\$160,000** of in-kind contributions from hospitality industry partners to augment the Delegate Agency's marketing efforts.

	2003	2004	2005	2006	2007**	2008 Goal
In-kind Donations:	\$3,544,518	\$2,539,649	\$114,576	\$192,842	\$168,540	\$160,000
Less: Extraordinary Media Gifts *:	(\$3,415,886)	(\$2,439,911)		(\$84,175)		
Typical Gift value:	\$128,632	\$99,738	\$114,576	\$108,667	\$168,540	\$160,000
<i>In-kind donations, 2003-2007</i>	\$620,153					
<i>Benchmark: (5-Yr. Avg., 2003-2007):</i>	\$124,031					

Note: *Estimated value of Wichita video donated by and run on KAKE TV (2003 & 2004) and value of national advertising discount received (2006).

**Through 9/30/07. 2007 goal is 150,000.

2. CVB will aggressively seek to increase private funding to a level greater than **\$200,000**. The City of Wichita agrees to match each dollar collected **above \$200,000, not exceeding \$75,000*** in additional matched funds.

	2000	2001	2002	2003	2004	2005	2007 Forecast	2008 Budget
Private Revenues:	\$124,309	\$214,097	\$144,863	\$163,276	\$248,615	\$228,220	\$222,000	\$245,000
WIBC partners to cover WIBC expenses:	-	-	-	-	\$(64,000)			
Cooperative Advertising (County funded):		\$(50,000)						
Typical Receipts:	\$124,309	\$164,097	\$144,863	\$163,276	\$184,615	\$228,220	\$222,000	\$245,000
<i>Private revenue collections, 2003-2007</i>	\$1,057,835							
<i>Five-year Average:</i>	\$211,567							

Note: *Estimated 2007 incentive: **\$22,000**

EXHIBIT B

OBJECTIVE #6 - Product Development:

The Delegate Agency will support and influence the development and maintenance of accommodations, facilities, attractions and infrastructure that are consistent with the Delegate Agency's mission statement and that meet the needs of the visitors.

A. Industry Indicators

1. The Delegate Agency will quarterly track the following industry indicators, which reflect the economic growth and impact of tourism in the area.
 - Transient Guest Tax Revenues
 - Hotel Occupancy Rate
 - Hotel Average Daily Rate (ADR)
 - Report quarterly and yearly historical comparison at area attractions.

EXHIBIT B

2008 Operating Budget

	Adopted Budget 2008
Personnel	\$1,065,790
Marketing & Events	555,420
General	356,300
TOTAL 2008 BUDGET	<u>\$ 1,977,510</u>

1. METHOD OF PAYMENT

The Delegate Agency agrees payments under this contract shall be in accordance with established budgetary, purchasing and accounting procedures of the City of Wichita.

- 1.1. The City agrees to advance the Delegate Agency \$164,792.50 on the first Friday of each month. The Delegate agency, upon closing their month-end books, will submit an invoice for all monthly expenditures to the City for approval. The City may request additional justification regarding items submitted for payment and may decline payment for items not related to the promotion of convention and tourism in the city of Wichita. All billings are subject to discussion and resolution by and between the City Manager and the President/CEO of the Delegate Agency, or their representatives. All final billings and payments will be reconciled at year-end. Should 2008 transient guest tax revenues exceed budgeted projections, the City, at the Delegate Agency's request, will consider additional funding for special tourism projects that will enhance tourism initiatives.

2. FINANCIAL INFORMATION AND REPORTING

The Delegate Agency agrees to provide the City with the following information:

- 2.1. A monthly printout, which reflects all actual expenditures by line item and program expenditure.
- 2.2. An annual audit conducted by an independent Certified Public Accountant, which is in accordance with generally accepted audit standards. For 2007, the audit firm of BKD, LLP has been retained by the Delegate Agency.
- 2.3. The Delegate Agency will provide to the City Appointed Board Representative, a copy of the Board of Directors minutes.

EXHIBIT B

2008 Operating Budget (continued)

3. INVENTORY

- 3.1 The Delegate Agency shall maintain in its office and file with the City an up-to-date inventory list of all personal property, e.g. furniture, fixtures, equipment, etc. purchased with transient guest tax funds and used for the administration of the program or in the administration of a project operated in conjunction with the contract. Such inventory list must identify each item purchased, state the physical location of same, the cost of each item, the date purchased and the City of Wichita inventory seal number must be affixed to each item. Authorized additional items purchased during the contract year shall be reported to the City within 30 days of receipt.
- 3.2 The Delegate Agency shall be responsible for conducting a physical inventory of each of the inventoried items with its final report for the contract year, certifying in written form that all such inventory items are in the possession of the Delegate Agency. No inventories items may be disposed of in any fashion without the prior written approval of the City.

4. PROGRAM PROGRESS REPORTS

- 4.1 The Delegate Agency as part of its obligation under section 3 of this contract shall submit a quarterly report to the City of Wichita for the quarters ending March 31, June 30, September 30, and December 31. These reports shall be due in the City Manager's Office in order to provide the City with the information to evaluate the Performance Criteria section of this contract. This report shall be submitted no later than 30 days following the end of each quarter.

RESOLUTION NO. 07-315

A RESOLUTION REFLECTING THE INTENT AND POLICY OF THE CITY COUNCIL
WITH RESPECT TO FACILITATING CONVENTION AND VISITORS BUREAU
DISCUSSIONS WITH THE UNITED STATES BOWLING CONGRESS

WHEREAS, the United States Bowling Congress ("USBC") has indicated its desire to negotiate with a single entity for potential 2011 Conference arrangements at Century II Convention Center; and,

WHEREAS, the USBC has indicated that contract language qualifying financial obligations in contracts of the City of Wichita (the "City") for future years beyond existing budgets is not sufficient for their purposes; and,

WHEREAS, the USBC and City have opposite standing policies concerning resolution of all contractual disputes by binding arbitration;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:


Section 1. The City hereby provides the Greater Wichita Convention and Visitors Bureau ("CVB") with the necessary space and utilities at Century II to offer suitable facilities to the USBC for its 2011 Conference; and the City will contract with the CVB to provide the CVB with the necessary space and utilities at Century II to offer suitable facilities for the 2011 Conference and future USBC or similar events.

Section 2. CVB will be the sole party to negotiate and sign terms with USBC for its 2011 Conference, or any future conference, and will be the sole party responsible for executing and performing the terms thereof, insuring facility maintenance, procuring all necessary insurance, and furnishing all necessary services and indemnities. The City will not be a party to the contract between CVB and the USBC.

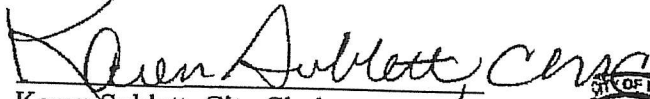
Section 3. The City intends to provide financial support and facility accommodations to CVB as the governing body of the City may from time to time approve, subject to the availability of adequate funds, properly budgeted and appropriated for such purposes, to assist in defraying a portion of CVB's costs related to hosting the 2011 USBC Conference.

ADOPTED by the Governing Body of the City of Wichita, Kansas, this 22nd day of May, 2007.

CITY OF WICHITA, KANSAS

By 
Carl Brewer, Mayor

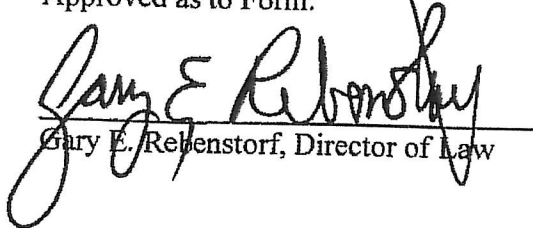
ATTEST:


Karen Sublett, City Clerk

(SEAL)



Approved as to Form:


Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council

SUBJECT: Cowtown Operating Agreement (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve the Operating Agreement made by and between Historic Wichita-Sedgwick County, Inc. a Kansas corporation, (Old Cowtown Museum) and the City of Wichita, Kansas.

Background: In August 2007, City Council members approved the termination of the 99-year lease between Old Cowtown Museum and the City of Wichita. With the termination of the 99-year lease, Cowtown's Board of Trustees and the City have come to agreement outlined in the attached Operating Agreement (see attached document).

Analysis: The proposed Operating Agreement establishes the roles and responsibilities with a joint agreement between Old Cowtown Museum and the City of Wichita. The City agrees to assume daily operation of the museum and management of staff. In addition the City agrees to accept financial responsibility and to invest in capital improvements to operate and maintain the museum in compliance with required safety, health, and ADA standards.

In short, Old Cowtown Museum will retain its status as a 501(C3) non-profit organization, retain ownership and maintenance responsibilities for the collections, and act as an advisory board for present and future educational programs. In return, Old Cowtown Museum's Board of Trustees will receive 100% of membership revenue they collect as well as a portion of gift shop sales after net profit to continue fundraising and collection maintenance. The City reserves the right to review membership revenue collected at a future dated.

Financial Consideration: Beginning in 2008, the City and Old Cowtown Museum will submit line item budgets for each calendar year which may be reviewed by either party. The City will collect all facility revenues derived from the use and operation of the facility and deposit those revenues into appropriate accounts determined by the City of Wichita Finance Department and credited to the General Fund of the City of Wichita. In addition, both parties agree the City will retain 33.3% of the net profits from sale of merchandise and goods sold in the gift shop to cover expenses for the operation of the gift shop including reimbursement of inventory costs. The

remaining balance of gift shop revenues shall be divided 50/50. The exception to this agreement would be revenues received for the sale of merchandise and goods provided for sale by Diamond W Chuckwagon, LLC.

Old Cowtown Museum will retain 100% of membership revenues generated for the maintenance of its collections and fundraising activities but the City reserves the right to review membership revenue at a future date.

Goal Impact: Old Cowtown Museum enhances the Quality of Life by providing opportunities for historical and educational enrichment, as well as entertainment.

Legal Consideration: The 99-year lease termination agreement with Historic Wichita-Sedgwick County, Inc. has been approved.

Recommendation/Actions: It is recommended the City Council approve the Operating Agreement between the City of Wichita and Historic Wichita-Sedgwick County, Inc. (Old Cowtown Museum).

City Of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council

SUBJECT: Zebra Mussel Control Facilities

INITIATED BY: Water Utilities

AGENDA: New Business

Recommendation: Authorize Staff to proceed with a project to control zebra mussels at Cheney Reservoir.

Background: Zebra mussels are a prolific aquatic pest that have been spreading throughout North American waterways since the 1980s. On August 23, 2005, the City Council authorized a Contract with CH2M Hill to conduct a Zebra Mussel Control Study.

Analysis: Zebra Mussels are a foreign species of clams that were introduced into this country in the Great Lakes in the 1980s. They grow in dense colonies that attach to solid surfaces, such as rock, rip-rap, the interior of water pipelines and intakes. Because of their rapid growth rates and lack of natural predators, they can plug water supply facilities such as water intakes and pumping stations. In September 2007, the Kansas Department of Wildlife and Parks confirmed that zebra mussels were present in Cheney Reservoir, a critical component of the City's water supply system.

The Zebra Mussel Control Study completed by CH2M Hill identified several chemical and physical methods of controlling zebra mussels for the water supply facilities at Cheney. Staff recommends that the City proceed with the design and construction for the control facilities at Cheney, even though mussels have not yet been found attached to the actual facilities. Zebra mussels can grow and accumulate very rapidly, and construction of control facilities may require that the Cheney Pump Station be taken out of service during construction. If the City waits until the mussels create a problem, this may cause them to obstruct the water facilities before control facilities can be constructed. Staff recommends that chemicals not be fed at the new control facilities until zebra mussels are observed at the water intake structures. This may occur relatively soon, or take several years.

Financial Considerations: The study estimated that the ongoing operation and maintenance costs to feed chemicals to control zebra mussels could cost \$273,000 per year. The Control Study estimated that construction of control facilities would cost \$500,000. Funding for this project can be obtained from unexpended funds in W-65, Mains for Future Development.

Goal Impact: The project will help ensure efficient infrastructure by assuring that zebra mussels do not plug essential water intakes, pumps and pipelines.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council: 1) authorize Staff to proceed with the project to control zebra mussels; 2) approve the project expenditure; 3) adopt the Resolution; 4); authorize Staff to solicit proposals for engineering services and 5) authorize the necessary signatures.

Attachment: Resolution

RESOLUTION NO. 07-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER UTILITIES OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$500,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the Governing Body of the City, has heretofore by Ordinance 47-481, adopted May 15, 2007 and published in the official newspaper of the City on May 23, 2007, as required by law, authorizing the name change of the City of Wichita, Kansas Water and Sewer Utility to now be known as "Wichita Water Utilities" (herein sometimes referred to as the "Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water Utilities, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Zebra Mussel Control Facilities (W-007) (the "Project"). The total costs of the Project are estimated to be five hundred thousand dollars (\$500,000) in 2007 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed five hundred thousand dollars (\$500,000) in 2007 exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of

the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2007.

(Seal)

CARL BREWER, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

OCA:

(Published in the Wichita Eagle, on _____, 2007.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER UTILITIES OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$500,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 07-_____, duly adopted _____, 2007, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water Utilities which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Zebra Mussel Control Facilities (W-007) (called the "Project"). The total costs of the Project are estimated to be five hundred thousand dollars (\$500,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$500,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water Utilities. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2007.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

EXCERPT OF OCTOBER 18, 2007 MAPC HEARING

3. **Case No.: ZON2007-46** - M & J Corporation (Bob Suellentrop) / Poe & Associates, Inc., (Tim Austin) Request City zone change from "NR" Neighborhood Residential to "LC" Limited Commercial on property described as;

Lot 1, Block 1, Chadsworth Plaza, an Addition to Wichita, Sedgwick County, Kansas. Generally located Midway between 21st and 29th Streets North, on the northwest corner of Maize Road and Maize Court.

BACKGROUND: The applicant is seeking "LC," Limited Commercial zoning. The application area is located north of Maize Road Court, east of Maize Road, is platted as Lot 1, Block 1, Chadsworth Plaza Addition, and contains 1.01 acres. In 2001, the application area was rezoned from "SF-5," Single-family Residential to "NR," Neighborhood Retail, subject to Protective Overlay 111 (ZON2001-47). Protective Overlay 111 required construction of a masonry-screening wall along the south line of the application area, was subject to platting within one year, the property was to be developed according to the submitted site plan, and the "SF-5" zoned residential property to the east of the application area was to be a part of the same plat as the application area.

The property has been developed with a strip commercial building divided into six storefronts that face west. The building's parking is located just west of the structure, adjacent to Maize Road. The application area has platted complete access control across its 182.44 feet of Maize Road frontage. Access to the site is by way of Maize Road Court.

A median in Maize Road Court contains a 20-foot, 5-inch tall, 96 square-foot ground sign. BZA2005-33 permits a second 96 square-foot ground sign, located in the northwest corner of the site, for a total of 192 square feet of ground signage.

The "NR" zoning district permits one multi-tenant ground sign up to 96 square feet in size. Additional ground signs are permitted provided there is 150 feet of spacing between ground signs, and the total amount of signage does not exceed .5 square feet of area times the frontage. Ground signs must also be located at least 15 feet from adjacent property. Ground signs are limited to a maximum height of 22 feet. "NR" district signage is limited to indirect or internal illumination of white light only. Flashing or moving images are prohibited; portable signs are prohibited, except for institutional uses. Building signs cannot exceed 32 feet in area; 30 feet in height, and are limited to one per building elevation for each major use provided the building elevation on which the building sign is to be attached has at least one of the following circumstances: street frontage, adjacent to a non-residential zoning district or if adjacent to a residential zoning district there must be parking or open space with a depth of 150 feet or more measured from the face of the sign to the property line which adjoins the residential district. Building signs facing residential zoning are limited to direct or internal illumination of white light only. Flashing or moving images are prohibited. Off-site signs are prohibited.

In general, the "LC" district permits one ground or pole sign per zoning lot except that two signs are permitted on an interior lot with at least 180 feet of frontage. Properties with less than 330 feet of arterial street frontage are permitted 1 square-foot of ground signage per lineal-foot of street frontage up to a maximum area of 300 square feet. The height of a ground sign is not to exceed 20 feet except when the number of permitted signs exceeds one, then five feet of additional height can be added for every sign that is not installed, up to 25 feet. Building signs

are permitted on any building elevation that has street frontage, or is adjacent to non-residential zoning, or if adjacent to residential use or zoning there must be 150 feet of parking or open space between the sign and the non-residential use or zoning. Building signs are limited to 20 percent of each tenant space up to 400 square feet in area with no more than a total of three signs per elevation. Off-site and portable signs are permitted subject to conditions. (The “LC” district does not prohibit flashing or moving images or off-site signs.)

Adjoining property is zoned “GO,” General Office / offices (east), “SF-5,” Single-family Residential / single-family residences (south), “LC,” Limited Commercial / retail strip center (west) and “SF-5,” Single-family Residential approved for “LC,” Limited Commercial, subject to a community unit plan / single-family residence (north). There is a landscaped buffer running along the south side of Maize Court, adjacent to the residences located south of the application area.

The “NR” district permits “retail, general” but limits individual commercial uses to 8,000 square feet or less and does not permit outdoor storage or display for commercial uses. Restaurants in the “NR” district are limited to a maximum of 2,000 square feet, and are not permitted to provide drive-up window or in-vehicle food service. The “LC” district does not have these development standards. The “NR” district limits building height to 35 feet while the “LC” district permits 80 or higher with greater setbacks.

CASE HISTORY: The site was platted in 2002 (SUB2002-15). The site also received a variance to increase the area of a ground sign to 196 square feet ground sign (BZA2005-33).

ADJACENT ZONING AND LAND USE:

NORTH:	“SF-5,”	Single-family Residential, but approved for “LC,” Limited Commercial; single-family residence
SOUTH:	“SF-5,”	Single-family Residential; single-family residences
EAST:	“GO,”	General Office; office
WEST:	“LC,”	Limited Commercial; retail sales

PUBLIC SERVICES: Maize Road is an arterial with four through lanes, a left-turn lane and a continuous right-turn lane carrying in excess of 20,000 average daily trips. The site is currently served by sewer, water and other normal publicly supplied services.

CONFORMANCE TO PLANS/POLICIES: The *2030 Wichita Functional Land Use Guide* conforms to the application area’s current zoning by depicting the site as appropriate for “local commercial.” This land use category includes areas that contain concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw.

RECOMMENDATION: Staff did not support the 2001 request for “NR” zoning. It was staff’s opinion then that the site’s location was not consistent adopted location guidelines for neighborhood retail uses given the fact that the property was not a transition from the lower intensity established Chadsworth single-family neighborhood to a more intense use since, at that time, Cadillac Lake was not zoned the way it is now, and there was adequate commercial zoning already in place west of Maize Road in New Market Square. Staff still has concerns about granting more intense zoning adjacent to Chadsworth given the issues that have arisen on the south side of Chadsworth. However, based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to the following Protective Overlay:

1. The following LC uses are prohibited: recycling collection station, public and private; construction sales and service; pawn shop; secondhand store; service station; vehicle repair, limited; wireless communication facility; asphalt or concrete plant, limited and outside storage. Off-site signage, billboards, flashing or moving signage, LED or video signage that can be seen from residentially zoned property is also prohibited. Also prohibited is building or identification signage that faces south.
2. Building heights are limited to 35 feet.
3. There shall not be any lighting or light fixtures directed to the south, and light fixtures shall be absolutely screened to the south to prevent light from spilling over on the residence to the south.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: North Maize Road has been and is developing as a significant commercial corridor, especially between 21st Street and the City of Maize. Most nearby property is zoned or approved for commercial or office uses (LC or GO), but there is an established single-family subdivision, Chadsworth, zoned SF-5, located immediately south of the application area.
2. The suitability of the subject property for the uses to which it has been restricted: The site is already zoned “NR,” Neighborhood Retail, which permits general retail uses subject to a limited set of restrictions discussed above. The site is developed with a strip commercial building that appears to be consistent with “NR” standards, therefore the site could continue to be operated as currently zoned.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval would introduce uses not currently permitted, and a reduction in development standards that are not currently permitted by the “NR” district. Some of the uses not permitted in the “NR” district but allowed in the “LC” district are: college or university, hospital, public recycling collection station, nurseries or garden center, farmers market in the city, convenience store, construction sales and service and drive-through restaurants. The “LC” district does not restrict the size of individual businesses to 8,000 square feet or less, and restaurants to 2,000 square feet or less, as the “NR” district does.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Presumably denial would be cause some form of economic loss to the applicant, otherwise the applicant would not spend the money to apply for this request. Denial would maintain the current development standards that the adjacent neighbors have experienced since this site was rezoned to “NR.”
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The *2030 Wichita Functional Land Use Guide* depicts the application area’s current zoning by depicting the site as appropriate for “local commercial.” This land use category includes areas that contain concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw.
6. Impact of the proposed development on community facilities: Community facilities are in place to serve the site, and approval of the request should not negatively impact public services.

JESS MCNEELY, Planning staff stated that the agent has requested a deferral on this item. He said DAB V would hear the case on November 5, 2007.

DENNIS commented that staff answered his question about DAB V input. He also asked about “LC” Limited Commercial zoning next to residential housing.

TIM AUSTIN, POE AND ASSOCIATES, AGENT FOR THE APPLICANT, referred to page 4 of the Staff Report, Item #1 concerning building signage on the south elevation. He said they were requesting a two-week deferral in order to visit with the property owners to the south because they do have a tenant who would like a 38 square foot sign on the south side. He mentioned that they are just shy of the permit’s 150-foot requirement.

MOTION: To approve the request for a two week deferral.

MCKAY moved, **BISHOP** seconded the motion, and it carried (12-0).

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2007-00046

Zone change from “NR,” Neighborhood Retail to “LC” Limited Commercial subject to Protective Overlay #200, described as:

Lot 1, Block 1, Chadsworth Plaza, an Addition to Wichita, Sedgwick County, Kansas.

SUBJECT to the following provisions of Protective Overlay #200:

1. The following LC uses are prohibited: recycling collection station, public and private; construction sales and service; pawn shop; secondhand store; service station; vehicle repair, limited; wireless communication facility; asphalt or concrete plant, limited and outside storage. Off-site signage, billboards, flashing or moving signage, LED or video signage that can be seen from residentially zoned property is also prohibited. Building or identification signage that faces south is restricted to the sign depicted on the attached exhibit, is limited to internal lighting, and south facing building signage shall be lit only during business hours.
2. Building heights are limited to 35 feet.
3. There shall not be any lighting or light fixtures directed to the south, and light fixtures shall be absolutely screened to the south to prevent light from spilling over on the residence to the south.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney



INTEROFFICE MEMORANDUM

TO: Metropolitan Area Planning Commission Members
Mayor and Wichita City Council Members

FROM: Megan Buckmaster, District V Neighborhood Assistant

SUBJECT: ZON2007-00046

DATE: November 9, 2007

On Monday, November 5, 2007, the *District Advisory Board (DAB) for Council District V* considered an application for a zone change from “NR” Neighborhood Retail to “LC” Limited Commercial. The application area is located north of Maize Road Court, east of Maize Road, is platted as Lot 1, Block 1, Chadsworth Plaza Addition, and contains 1.01 acres. The property has been developed with a strip commercial building divided into six store-fronts that face west.

The “NR” zoning district permits one multi-tenant ground sign up to 96 square feet in size. Additional ground signs are permitted provided there is 150 feet of spacing between ground signs, and the total amount of signage does not exceed .5 square feet of area times the frontage. Ground signs must also be located at least 15 feet from adjacent property and are limited to a maximum height of 22 feet.

In general, the “LC” district permits one ground or pole sign per zoning lot except that two signs are permitted on an interior lot with at least 180 feet of frontage. Properties with less than 330 feet of arterial street frontage are permitted 1 square-foot of ground signage per lineal-foot of street frontage up to a maximum area of 300 square feet. The height of a ground sign is not to exceed 20 feet except when the number of permitted signs exceeds one, then five feet of additional height can be added for every sign that is not installed, up to 25 feet. Building signs are permitted on any building elevation that has street frontage, or is adjacent to non-residential zoning, or if adjacent to residential use or zoning there must be 150 feet of parking or open space between the sign and the non-residential use or zoning.

Planning staff recommends that the request be APPROVED, subject to the following Protective Overlay:

1. The following LC uses are prohibited: recycling collection station, public and private; construction sales and service; pawn shop; secondhand store; service station; vehicle repair, limited; wireless communication facility; asphalt or concrete plant, limited and outside storage. Off-site signage, billboards, flashing or moving signage, LED or video signage that can be seen from residentially zoned property is also prohibited. Also prohibited is building or identification signage that faces south.
2. Building heights are limited to 35 feet.
3. There shall not be any lighting or light fixtures directed to the south, and light fixtures shall be absolutely screened to the south to prevent light from spilling over on the residence to the south.

The DAB Board recommends the agent/ applicant resubmit the proposal to the Homeowners Association for a comment/ concern forum before moving forward to M.A.P.C.

The recommendation was approved with a majority vote 5-1.

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REVISIONS/		CLIENT REVIEW STATUS	
NO.	ISSUED FOR	APPROD.	DATE:



DESIGN TEAM SIGN COMPANY, LLC

330 Phoenix Road, Savannah, TN 38372
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info@designteam.net • www.designteam.net

CLIENT: BASKIN ROBBINS
WICHITA, KS

TOLERANCES: ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED
XX=±0.01 UNPREFICED MARK = 0.125 IN

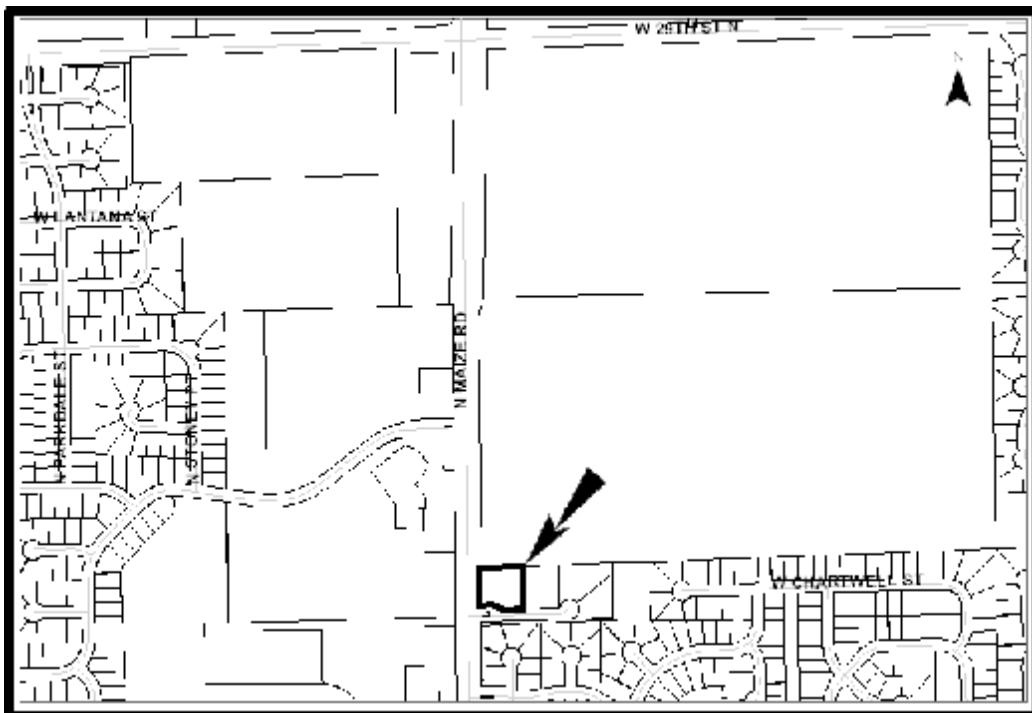
TITLE/DESCRIPTION: CHANNEL LETTERS

FILE: ELEVATIONS.FS

JOB #:	#####	SHEET 1 OF 1
DATE:	05/09/07	DRAWING NUMBER
DRAWN BY:	JPC	
APPROVED BY:		SHEET NUMBER
SIZE:	SCALE:	

Z6N07-416

DAB Recommendations: Approve (5-1), subject to staff recommendations, plus the applicant was to make a second attempt to meet with the Chadsworth Home Owners Association.



Background: The applicant is seeking “LC,” Limited Commercial zoning. The application area is located north of Maize Road Court, east of Maize Road, is platted as Lot 1, Block 1, Chadsworth Plaza Addition and contains 1.01 acres. In 2001, the application area was rezoned from “SF-5,” Single-family Residential to “NR,” Neighborhood Retail, subject to Protective Overlay #111 (ZON2001-47). P-O #111 required construction of a masonry-screening wall along the south line of the application area, was subject to platting within one year, the property was to be developed according to the submitted site plan and the “SF-5” zoned residential property to the east of the application area was to be a part of the same plat as the application area.

The property has been developed with a strip commercial building divided into six store-fronts that face west. The building’s parking is located just west of the structure, adjacent to Maize Road. The application area has platted complete access control across its 182.44 feet of Maize Road frontage. Access to the site is by way of Maize Road Court.

A median in Maize Road Court contains a 20 foot, 5 inch tall, 96 square-foot ground sign. BZA2005-33 permits a second 96 square-foot ground sign, located in the northwest corner of the site, for a total of 192 square feet of ground signage.

The “NR” zoning district permits one multi-tenant ground sign up to 96 square feet in size. Additional ground signs are permitted provided there is 150 feet of spacing between ground signs, and the total amount of signage does not exceed 0.5 square feet of area times the frontage. Ground signs must also be located at least 15 feet from adjacent property. Ground signs are limited to a maximum height of 22 feet. “NR” district signage is limited to indirect or internal illumination of white light only. Flashing or moving images are prohibited; portable signs are prohibited, except for institutional uses. Building signs cannot exceed 32 feet in area, 30 feet in height and are limited to one per building elevation for each major use provided the building elevation on which the building sign is to be attached has at least one of the following circumstances: street frontage, adjacent to a non-residential zoning district or if adjacent to a residential zoning district there must be parking or open space with a depth of 150 feet or more measured from the face of the sign to the property line which adjoins the residential district. Building signs facing residential zoning are limited to direct or internal illumination of white light only. Flashing or moving images are prohibited. Off-site signs are prohibited.

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Adjoining property is zoned “GO,” General Office / offices (east), “SF-5,” Single-family Residential / single-family residences (south), “LC,” Limited Commercial / retail strip center (west) and “SF-5,” Single-family Residential approved for “LC,” Limited Commercial, subject to a community unit plan / single-family residence (north). There is a landscaped buffer running

along the south side of Maize Court, adjacent to the residences located south of the application area.

The “NR” district permits “retail, general,” but limits individual commercial uses to 8,000 square feet or less and does not permit outdoor storage or display for commercial uses. Restaurants in the “NR” district are limited to a maximum of 2,000 square feet and are not permitted to provide drive-up window or in-vehicle food service. The “LC” district does not have these development standards. The “NR” district limits building height to 35 feet while the “LC” district permits 80 feet or higher with greater setbacks.

Analysis: District Advisory Board V heard the request twice, most recently on November 9, 2007. At the November 9 meeting, the DAB recommended (5-1) that the case be approved subject to staff’s original protective overlay:

1. The following LC uses are prohibited: recycling collection station, public and private; construction sales and service; pawn shop; secondhand store; service station; vehicle repair, limited; wireless communication facility; asphalt or concrete plant, limited and outside storage. Off-site signage, billboards, flashing or moving signage, LED or video signage that can be seen from residentially zoned property is also prohibited. Also prohibited is building or identification signage that faces south.
2. Building heights are limited to 35 feet.
3. There shall not be any lighting or light fixtures directed to the south, and light fixtures shall be absolutely screened to the south to prevent light from spilling over on the residence to the south.

At the Metropolitan Area Planning Commission (MAPC) meeting held on November 15, 2007, the commission recommended approval (10-0) of the request subject to a modified protective overlay (modified language underlined):

1. The following LC uses are prohibited: recycling collection station, public and private; construction sales and service; pawn shop; secondhand store; service station; vehicle repair, limited; wireless communication facility; asphalt or concrete plant, limited and outside storage. Off-site signage, billboards, flashing or moving signage, LED or video signage that can be seen from residentially zoned property is also prohibited. Building or identification signage that faces south is restricted to the sign depicted on the attached exhibit, is limited to internal lighting, and south facing building signage shall be lit only during business hours.
2. Building heights are limited to 35 feet.
3. There shall not be any lighting or light fixtures directed to the south, and light fixtures shall be absolutely screened to the south to prevent light from spilling over on the residence to the south.

No one other than the applicant was present at either the MAPC or DAB V meetings to discuss the case, and no protests have been received.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to the provisions of Protective Overlay #200 (simple majority vote required) and approve the first reading of the ordinance;
- OR 2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2007-00051

Zone change from "SF-5" Single-Family Residential to "LI" Limited Industrial subject to replatting the entire property described as:

Beginning at the Southwest corner of the Northwest Quarter (NW/4) of Section 35, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, thence East 275.75 feet, thence North 163 feet, thence West 277.29 feet, thence South to beginning.

Beginning 275.75 feet East of the Southwest corner of the Northwest Quarter (NW/4) of Section 35, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence East 245.75 feet; thence North 163 feet; thence West 247.29 feet; thence South to beginning. Generally located ½ mile south of the intersection of South Hoover and West Harry.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council

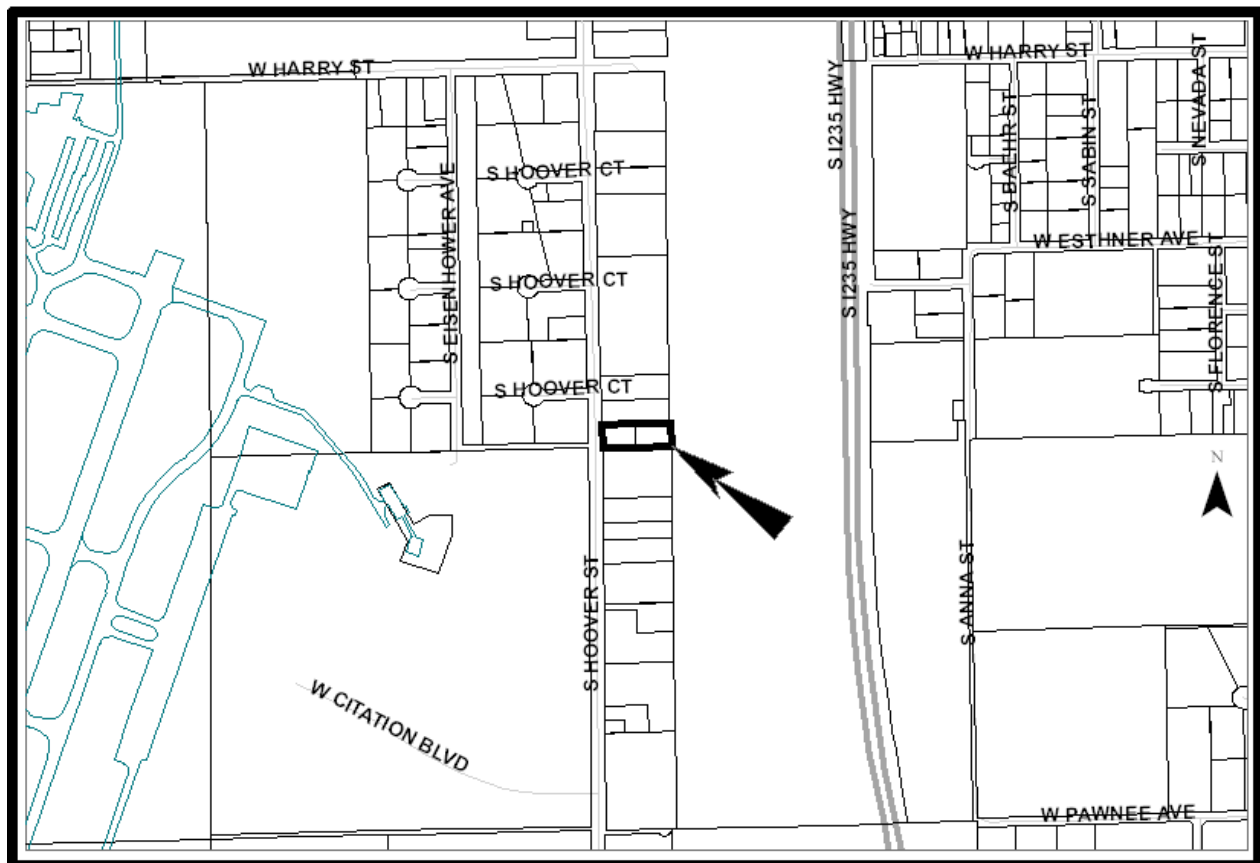
SUBJECT: ZON2007-00051 – Zone change from “SF-5” Single-Family Residential to “LI” Limited Industrial. Generally located ½ mile south of the intersection of South Hoover and West Harry. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approval, vote 10-0.

MAPD Staff Recommendation: Approval



Background: The applicant requests a zone change from “SF-5” Single-Family Residential to “LI” Limited Industrial on two unplatted lots totaling 1.70-acres located ½ mile south of the intersection of South Hoover and West Harry; the subject property is currently undeveloped. The applicant proposes to develop the property with an industrial building.

The surrounding area is characterized primarily by industrial uses; although, there is an SF-5 zoned lot south of the site. Further north on Hoover, towards the Harry intersection, are industrial uses zoned LI. The property to the west is zoned “LI” Limited Industrial and developed with warehousing and aviation uses. Directly to the east is the Wichita-Valley Center Flood Control Project.

Because property to the south is zoned residential, screening will be required along that property line. The compatibility setback standards will require a 25-foot building setback along the south property line unless a Zoning Adjustment is granted by the Planning Director and Zoning Administrator to reduce or waive the compatibility setback. Because the property to the south is zoned residential, a landscape buffer will be required when the site is developed; a landscape plan will require approval by the Planning Department.

Analysis: At the MAPC meeting held November 15, 2007, the MAPC voted (10-0) to approve subject to staff recommendation. No citizens were present to speak and no protests have been received.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to platting within one year; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to City Council; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2007-00052

Zone change from “SF-5” Single-Family Residential to “LI” Limited Industrial with a Protective Overlay #198, and subject to platting the entire property described as:

The South Half of the South Half of the Northwest Quarter (S/2 S/2 NW/4) of Section 13, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, EXCEPT the North 395 feet of the West 660 feet thereof and EXCEPT the West 40 feet for roadway. Generally located southeast of the intersection of S. West Street and W. 42nd St. S.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #198:

1. All uses permitted by right in the “LI” zoning district except the following uses: correctional facility; correctional placement residence, limited and general; day reporting center; kennel, boarding/breeding/training; night club in the city; pawn shop; secondhand store; sexually oriented business in the city; tattooing and body piercing facility (city); tavern and drinking establishment; asphalt or concrete plant, limited and general; and grain storage. The City Traffic Engineer may require that additional traffic improvements, acceleration/deceleration lanes, be guaranteed to support the increased traffic volume.
2. Screening shall be per Unified Zoning Code; however, any fences or walls shall be constructed of a consistent pattern and color.
3. Storage of merchandise shall be allowed outside an enclosed building only in compliance with the general screening standards of the Unified Zoning Code and the following additional standards: (1) outdoor storage or work areas shall be permitted in any building setback, but items stored within any building setback may not exceed the maximum height of the screening wall; (2) no required off-street parking space or loading area shall be utilized for storage; and (3) items stored outdoors shall be screened from view from West Street or any residentially zoned property.
4. Roof-mounted equipment and loading docks, trash receptacles, ground level heating, air

conditioning and mechanical equipment, free-standing coolers or refrigeration units, outdoor storage including portable storage containers, outdoor work areas or similar uses shall be screened from ground level view along West Street and any residentially zoned property.

5. Minimum setback requirements shall be 35 feet along West Street and a 50-foot setback, with two times the required landscaping from the south property line, where adjacent to "MH" zoning.
6. All signs shall be limited to signs that would be allowed in the "LC" Limited Commercial zoning district; no off-site, billboard or portable signs shall be permitted except for off-site signs advertising uses located within this tract that shall be allowed to have signage placed on signs fronting West Street.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council

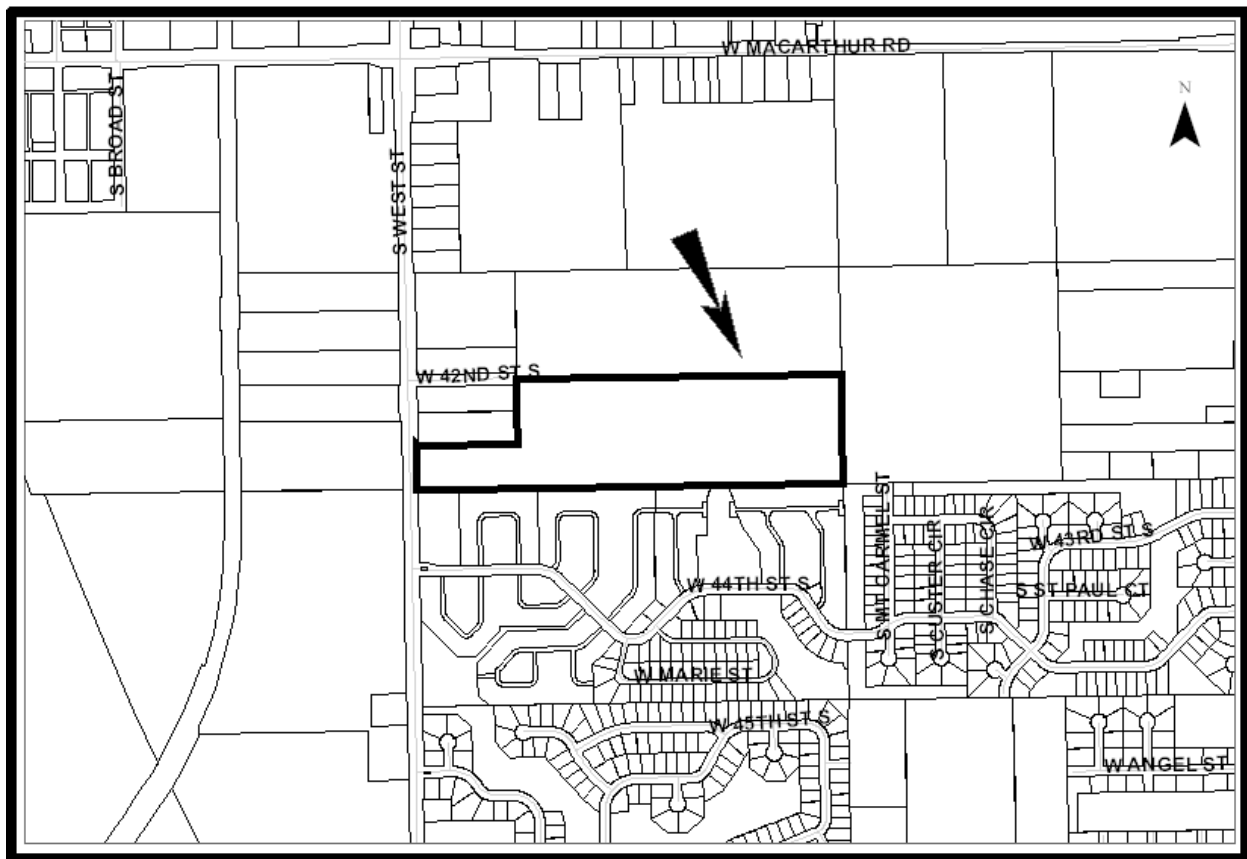
SUBJECT: ZON2007-00052 – Zone change from “SF-5” Single-Family Residential to “LI” Limited Industrial. Generally located southeast of the intersection of S. West Street and W. 42nd St. S. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve, subject to Protective Overlay #198, vote 10-0.

MAPD Staff Recommendation: Approve, subject to Protective Overlay #198



Background: The applicant is requesting to rezone a 34-acre tract from “SF-5” Single-family Residential to “LI” Limited Industrial for limited industrial uses. No specific users are identified for the tract. The property is located south of MacArthur and along the east side of West Street.

North of the application area is SF-20 zoned property used for agriculture and a LI zoned property used for warehousing and office combination. East of the site is SF-20 zoned property which is currently vacant/agricultural land. South of the site is a 2.4-acre property zoned GC, developed with a mini-storage facility, and a larger, approximately 60-acre, property zoned MH, developed with a mobile home park. West of the site, across West Street, are large properties zoned LI, with uses from warehousing and aircraft manufacturing to a C&D Landfill. The site is developed; a landscape plan will require approval by the Planning Department.

Analysis: At the MAPC meeting held November 15, 2007, the MAPC voted (10-0) to approve, subject to platting within one year and the conditions of Protective Overlay #198:

1. All uses permitted by right in the “LI” zoning district except the following uses: correctional facility; correctional placement residence, limited and general; day reporting center; kennel, boarding/breeding/training; night club in the city; pawn shop; secondhand store; sexually oriented business in the city; tattooing and body piercing facility (city); tavern and drinking establishment; asphalt or concrete plant, limited and general; and grain storage. The City Traffic Engineer may require that additional traffic improvements, acceleration/deceleration lanes, be guaranteed to support the increased traffic volume.
2. Screening shall be per Unified Zoning Code; however, any fences or walls shall be constructed of a consistent pattern and color.
3. Storage of merchandise shall be allowed outside an enclosed building only in compliance with the general screening standards of the Unified Zoning Code and the following additional standards: (1) outdoor storage or work areas shall be permitted in any building setback, but items stored within any building setback may not exceed the maximum height of the screening wall; (2) no required off-street parking space or loading area shall be utilized for storage; and (3) items stored outdoors shall be screened from view from West Street or any residentially zoned property.
4. Roof-mounted equipment and loading docks, trash receptacles, ground level heating, air conditioning and mechanical equipment, free-standing coolers or refrigeration units, outdoor storage including portable storage containers, outdoor work areas or similar uses shall be screened from ground level view along West Street and any residentially zoned property.
5. Minimum setback requirements shall be 35 feet along West Street and a 50-foot setback, with two times the required landscaping from the south property line, where adjacent to “MH” zoning.
6. All signs shall be limited to signs that would be allowed in the “LC” Limited Commercial zoning district; no off-site, billboard or portable signs shall be permitted except for off-site signs advertising uses located within this tract that shall be allowed to have signage placed on signs fronting West Street.

No citizens were present to speak and no protests have been received.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to platting within one year; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to City Council; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)



**INTEROFFICE
MEMORANDUM**

TO: MAPC Members
FROM: Janet Johnson, Neighborhood Assistant, District III
SUBJECT: **ZON2007-53: City zone change from TF-3 Two-family residential to GO General Office**
DATE: Nov. 9, 2007

On Wednesday, Nov. 7, 2007, the District III Advisory Board considered a zoning change request at 1329 S. Bluffview, generally located west of Bluffview and north of Harry. The application area is developed with a residential structure, which was converted to an office use. The applicant wishes to add on to the existing building, and now seeks the requested zone change to "GO" General Office. The existing office and future expansion will manage surrounding residential units, and will provide counseling services for residents.

All properties north, south, and west of the site are zoned TF-3. Single and two-family residences exist west and south of the site. Further south is the GO zoned Saint Joseph Hospital. North of the site is a community garden. East of the site are "B" Multi-family zoned residences.

The DAB members voted 11-0 to support the requested zoning changes as outlined by Planning staff.

The DAB representative from Hilltop said that the Sisters of St. Joseph Dear Neighbor Ministries is vital to the area and that he would be supportive of any tools that the City can give this organization to help them carry out their mission.

Please review this information when **ZON2007-00053** is considered.

Janet Johnson
Neighborhood Assistant
District 3

EXCERPT MINUTES NOVEMBER 15, 2007 MAPC MEETING

4. **Case No.: ZON2007-53** – Sisters of Saint Joseph (owner), Law/Kingdon (agent) Request City zone change from "TF-3" Two-family Residential to "GO" General Office on property described as;

Lots 11 and 12, Block D, Elwell's Addition, to the City of Wichita, Sedgwick County, Kansas.
Generally located 1/5 mile north of Harry on the west side of Bluffview Drive.

BACKGROUND: The application area is developed with a residential structure, which was converted to an office use. The applicant wishes to add on to the existing building, and now seeks the requested zone change to "GO" General Office. The existing office and future expansion will manage surrounding residential units, and will provide counseling services for residents.

All properties north, south, and west of the site are zoned TF-3. Single and two-family residences exist west and south of the site. Further south is the GO zoned Saint Joseph Hospital. North of the site is a community garden. East of the site are "B" Multi-family zoned residences.

CASE HISTORY: The site was platted as Lots 11 and 12, Block D of the Elwells Addition in 1951.

ADJACENT ZONING AND LAND USE:

NORTH:	"TF-3"	Community gardens
SOUTH:	"TF-3"	Two-family residential
EAST:	"B"	Two-family residential
WEST:	"TF-3"	Single-family residential

PUBLIC SERVICES: South Bluffview is a paved 2-lane local street with a 70-foot right-of-way at this location. All normal utilities are available at the site.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies this site as appropriate for "Urban Residential." The Urban Residential category includes all densities of residential development found within the urban municipality. Institutional classification exists north and south of this site, reflecting the nearby hospital and convent.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Properties to the south, east, and west are zoned TF-3 or B and developed with single and two-family residences. However, the subject property has been used as a residential management office, and the surrounding neighborhood is a mix of residential and institutional uses.
2. The suitability of the subject property for the uses to which it has been restricted: The site could be developed with a single or two-family residence under the current zoning.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request would allow all land uses permitted in GO zoning on the site. The affect on nearby residents could be increased traffic, noise, and light from a non-residential use. However, the proposed use is to manage surrounding residences, and provide counseling services for nearby residents. The limited size of the site (.31 acres) would limit the intensity of any future non-

EXCERPT MINUTES NOVEMBER 15, 2007 MAPC MEETING

residential use. The minimum standards of the UZC should mitigate any other potential negative affects on the surrounding residential neighbors.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies this site as appropriate for “Urban Residential”. The Urban Residential category includes all densities of residential development found within the urban municipality.
5. Impact of the proposed development on community facilities: Traffic on the existing residential street could increase as a result of the proposed development. This site has access to Harry, a classified arterial.

MOTION: To approve subject to staff recommendation.

MARNELL moved, **HENTZEN** seconded the motion, and it carried (10-0).

EXCERPT MINUTES NOVEMBER 15, 2007 MAPC MEETING

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2007-53

Zone change from "TF-3" Two-Family Residential to "GO" General Office on property described as:

Lots 11 and 12, Block D, Elwell's Addition, to the City of Wichita, Sedgwick County, Kansas. Generally located west of Bluffview and north of Harry. (1329 S. Bluffview).

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
December 18, 2007

TO: Mayor and City Council

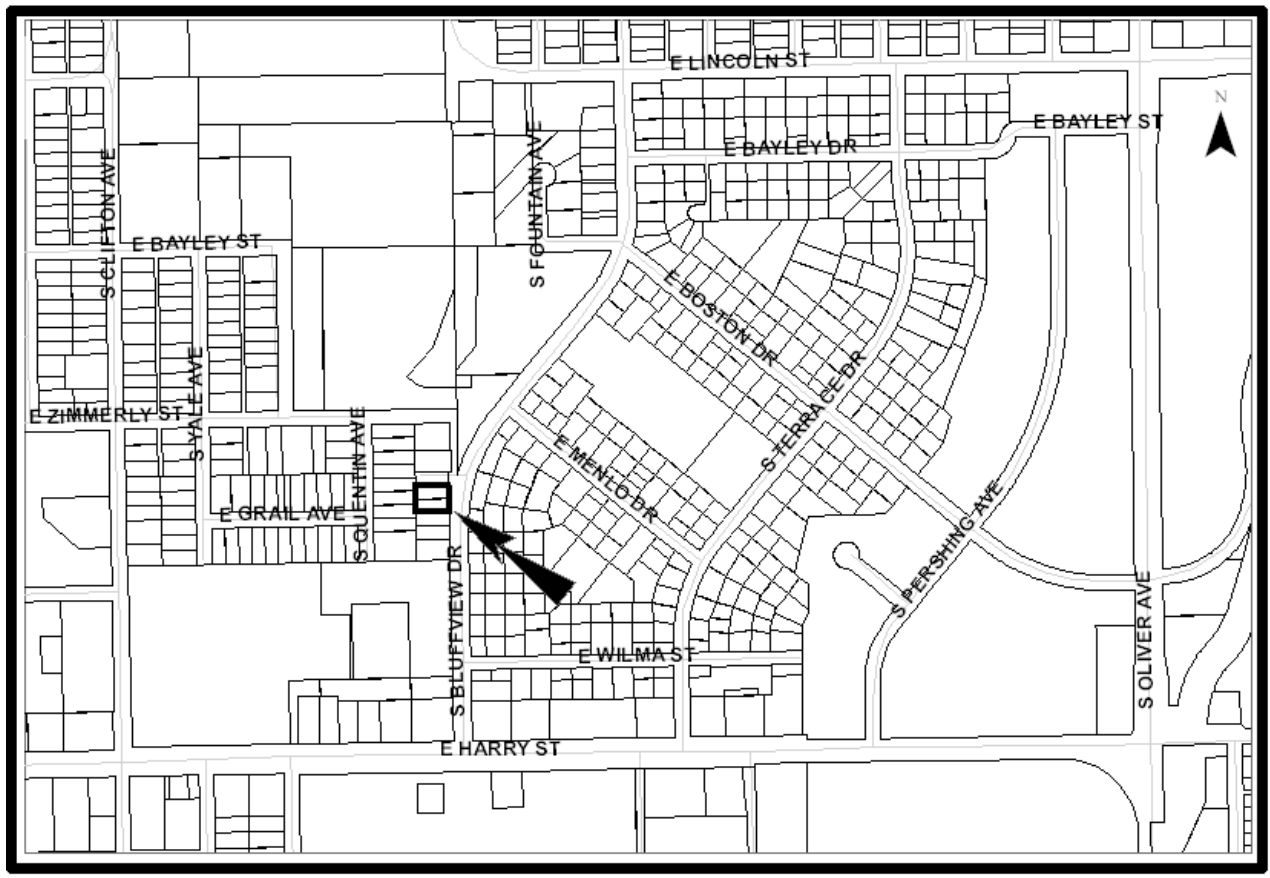
SUBJECT: ZON2007-53 - City zone change from "TF-3" Two-family Residential to "GO" General Office. Generally located 1/5 mile north of Harry on the west side of Bluffview Drive. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve (11-0).

MAPD Staff Recommendations: Approve.



Background: The application area is developed with a residential structure which has been converted to an office use. The applicant wishes to add onto the existing building, and requests a zone change to “GO” General Office. The existing office and future expansion will manage surrounding residential units and will provide counseling services for residents.

All properties north, south and west of the site are zoned TF-3. Single and two-family residences exist west and south of the site. Further south is the GO zoned Via Christi-Saint Joseph Hospital. North of the site is a community garden. East of the site are “B” Multi-family zoned residences.

Analysis: DAB III reviewed this request on November 7, 2007; the DAB approved the request 11-0. MAPC heard this request on November 15, 2007. The MAPC voted (10-0) to recommended approval of the request, subject to staff recommendations. No individuals spoke at the MAPC hearing regarding the request, and no protest petitions have been filed.

Financial Considerations: None.

Goal Impact: Promote economic vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve the first reading of the ordinance establishing the zone change; or
2. Return the application to the MAPC for reconsideration

(An override of the Planning Commission's recommendation requires a two-third majority vote of the City Council on the first hearing.)

PHA Board Resolution

Approving Operating Budget

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 10/31/2009)

Public reporting burden for this collection of information is estimated to average **10 minutes per response**, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: _____ PHA Code: _____

PHA Fiscal Year Beginning: _____ Board Resolution Number: _____

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- ☐ Operating Budgets (for COCC and all Projects) approved by Board resolution on: _____
- ☐ Operating Budget submitted to HUD, if applicable, on: _____
- ☐ Operating Budget revision approved by Board resolution on: _____
- ☐ Operating Budget revision submitted to HUD, if applicable, on: _____

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name:	Signature:	Date:

WICHITA HOUSING AUTHORITY - KS004
BUDGET FOR CENTRAL OFFICE COST CENTER
JANUARY 1, 2008 - DECEMBER 31, 2008

REVENUE	
Dwelling Rent	\$ -
Public Housing Management Fees	\$ 262,317
Public Housing Bookkeeping Fees	\$ 48,649
Public Housing Asset Management Fees	\$ 69,000
Capital Fund Administrative Fees (2%)	\$ 20,000
Section 8 Management Fee (20% of Admin Fee)	\$ 248,138
Section 8 Bookkeeping Fee	\$ 39,600
Other Income - Communication Tower Leases	\$ 54,000
Other Income - Office Rent	\$ 21,000
Other Income - Interest Earned	\$ 10,000
Management Fees	\$ -
	\$ -
TOTAL REVENUE	\$ 772,704
EXPENDITURES	
Administrative Salaries	\$ 445,730
Administrative Benefits (31.6%)	\$ 141,098
Auto Allowance (Mileage)	\$ -
Staff Training / Travel	\$ 10,090
Audit	\$ -
Administrative Other: Computer Operation	\$ 41,501
Administrative Other: City Administrative Charge	\$ 35,086
Administrative Other: Office Expense	\$ 16,974
Total Administration Expense	\$ 690,479
Resident Services Salaries	\$ -
Benefits	\$ -
Resident Services Materials	\$ -
Resident Services Contracts	\$ -
Total Tenant Services	\$ -
Electric	\$ 11,500
Gas	\$ 2,850
Water	\$ 600
Total Utilities	\$ 14,950
Maintenance Salaries	\$ 15,302
Maintenance Benefits (33.6%)	\$ 5,139
Contract : Janitorial	\$ 4,000
Contracts: Other	\$ 680
Total Maintenance	\$ 25,121
Security Labor	\$ -
Benefits (30.7%)	\$ -
Materials	\$ -
Contracts	\$ -
Total Protective Services	\$ -
Insurance	\$ 1,120
PILOT	\$ -
Collection Losses	\$ -
Other	\$ -
Total General Expenses	\$ 1,120
Total Routine Expense	\$ 731,670
Non-routine Expenses	\$ -
Replacement of Non-Capital Equip	\$ -
Betterments/Additions	\$ -
Total Nonroutine Expense	\$ -
TOTAL EXPENSES	\$ 731,670
NET CASH FLOW	\$ 41,034

WICHITA HOUSING AUTHORITY (KS004)
PUBLIC HOUSING PROJECT BASED BUDGET
JANUARY 1, 2008 TO DECEMBER 31, 2008

Low-Rent Totals	Greenway & McLean Manor KS004000001	Rosa Gragg B. Hutcherson KS004000002	Scattered Sites (4-2 & 4-12) KS004000003	Scattered Sites (4-4,7,13,14,15) KS004000004
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Family/Elderly Scattered Site?	Elderly No	Elderly No	Family Yes	Family Yes
Age	1975 & 1983	1980 & 1981	1950	1960
Recently Renovated?	Yes	Yes	Yes	Yes
Units	575	176	50	193
Average Bedroom Size	2.64	1.05	1.00	3.52
Estimated Occupancy Rate	0%	97%	94%	90%
# of Turn-overs	140	48	12	44

REVENUE

Gross Potential Rent	\$ 909,420	\$ 383,160	\$ 63,600	\$ 250,800	\$ 211,860
Less: Vacancy Loss	\$ (51,420)	\$ (11,160)	\$ (3,600)	\$ (22,800)	\$ (13,860)
Net Dwelling Rent	\$ 858,000	\$ 372,000	\$ 60,000	\$ 228,000	\$ 198,000
Non-dwelling Rent	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Utility Subsidy	\$ 1,345,403	\$ 411,694	\$ 117,050	\$ 452,055	\$ 364,604
Utility Subsidy	\$ 230,000	\$ 182,109	\$ 11,148	\$ 21,246	\$ 15,497
Add-on Subsidies	\$ -	\$ -	\$ -	\$ -	\$ -
Proration (unfunded)	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer From Capital Fund	\$ 199,000	\$ 60,894	\$ 17,313	\$ 66,864	\$ 53,929
Investment Income	\$ 40,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Other Income	\$ 41,000	\$ 11,886	\$ 3,177	\$ 16,576	\$ 9,361
Operating Reserve	\$ 321,688	\$ -	\$ -	\$ 169,051	\$ 152,637
Total Revenue	\$ 3,035,091	\$ 1,048,583	\$ 218,688	\$ 963,792	\$ 804,028

**WICHITA HOUSING AUTHORITY (KS004)
PUBLIC HOUSING PROJECT BASED BUDGET
JANUARY 1, 2008 TO DECEMBER 31, 2008**

Low-Rent Totals	Greenway & McLean Manor KS004000001	Rosa Gragg B. Hutcherson KS004000002	Scattered Sites (4-2 & 4-12) KS004000003	Scattered Sites (4-4,7,13,14,15) KS004000004
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EXPENSES

Administrative Salaries	\$ 202,224	\$ 54,660	\$ 15,456	\$ 66,308	\$ 65,800
Benefits (31.6%)	\$ 63,903	\$ 17,273	\$ 4,884	\$ 20,953	\$ 20,793
Audit	\$ 7,730	\$ 2,365	\$ 673	\$ 2,597	\$ 2,095
Management Fee	\$ 262,317	\$ 82,993	\$ 22,808	\$ 85,820	\$ 70,696
Bookkeeping Fee	\$ 48,649	\$ 15,392	\$ 4,230	\$ 15,916	\$ 13,111
Bad Debts	\$ -	\$ -	\$ -	\$ -	\$ -
Telecommunications	\$ 15,475	\$ 4,735	\$ 1,346	\$ 5,200	\$ 4,194
Computer Support	\$ 80,139	\$ 24,523	\$ 6,972	\$ 26,926	\$ 21,718
Legal	\$ -	\$ -	\$ -	\$ -	\$ -
City Administrative Charge	\$ 105,259	\$ 32,209	\$ 9,158	\$ 35,367	\$ 28,525
Administrative Other	\$ 59,871	\$ 19,722	\$ 5,033	\$ 19,439	\$ 15,677
Total Administrative	\$ 845,567	\$ 253,872	\$ 70,560	\$ 278,526	\$ 242,609

Resident Services Salaries	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Resident Services Materials	\$ 11,800	\$ 3,611	\$ 1,027	\$ 3,964	\$ 3,198
Resident Services Contracts	\$ 7,875	\$ 2,410	\$ 685	\$ 2,646	\$ 2,134
Total Tenant Services	\$ 19,675	\$ 6,021	\$ 1,712	\$ 6,610	\$ 5,332

Gas	\$ 92,150	\$ 70,300	\$ 2,850	\$ 12,350	\$ 6,650
Electric	\$ 103,500	\$ 86,250	\$ 5,750	\$ 5,750	\$ 5,750
Water/Sewer	\$ 19,400	\$ 13,600	\$ 1,800	\$ 1,800	\$ 2,200
Other	\$ -	\$ -	\$ -	\$ -	\$ -
Total Utilities	\$ 215,050	\$ 170,150	\$ 10,400	\$ 19,900	\$ 14,600

Maintenance Salaries	\$ 611,034	\$ 199,309	\$ 44,526	\$ 197,788	\$ 169,411
Benefits (33.6%)	\$ 205,135	\$ 66,915	\$ 14,947	\$ 66,399	\$ 56,875
Materials	\$ 214,300	\$ 65,576	\$ 18,644	\$ 72,005	\$ 58,075
Uniforms	\$ 2,000	\$ 612	\$ 174	\$ 672	\$ 542
Exterminating Contract	\$ 21,000	\$ 4,674	\$ 1,326	\$ 8,295	\$ 6,705
Trash Removal	\$ 84,500	\$ 7,400	\$ 2,100	\$ 41,475	\$ 33,525
Plumbing/Electrical Service	\$ 19,000	\$ 5,814	\$ 1,653	\$ 6,384	\$ 5,149
HVAC Service	\$ 16,500	\$ 5,048	\$ 1,436	\$ 5,544	\$ 4,472
Janitorial	\$ 24,000	\$ 20,220	\$ 3,780	\$ -	\$ -
Landscape Contract	\$ 42,730	\$ 9,053	\$ 2,573	\$ 17,209	\$ 13,895
Vehicles	\$ 45,270	\$ 13,853	\$ 3,938	\$ 15,211	\$ 12,268
Maintenance Bldg Rehab	\$ 146,600	\$ 30,000	\$ 5,000	\$ 61,070	\$ 50,530
Elevator Contract	\$ 15,300	\$ 15,300	\$ -	\$ -	\$ -
Miscellaneous Contracts	\$ 54,103	\$ 11,934	\$ 3,394	\$ 21,454	\$ 17,320
Total Maintenance	\$ 1,501,472	\$ 455,708	\$ 103,491	\$ 513,506	\$ 428,767

**WICHITA HOUSING AUTHORITY (KS004)
PUBLIC HOUSING PROJECT BASED BUDGET
JANUARY 1, 2008 TO DECEMBER 31, 2008**

	Low-Rent Totals	Greenway & McLean Manor KS004000001	Rosa Gragg B. Hutcherson KS004000002	Scattered Sites (4-2 & 4-12) KS004000003	Scattered Sites (4-4,7,13,14,15) KS004000004
Security Labor	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Contracts	\$ -	\$ -	\$ -	\$ -	\$ -
Total Protective Services	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 220,105	\$ 26,416	\$ 14,722	\$ 101,541	\$ 77,426
PILOT	\$ 50,000	\$ 15,300	\$ 4,350	\$ 16,800	\$ 13,550
Other	\$ 11,158	\$ 3,414	\$ 971	\$ 3,749	\$ 3,024
Total General Expenses	\$ 281,263	\$ 45,130	\$ 20,043	\$ 122,090	\$ 94,000
Total Expenses, excl. Asset Management	\$ 2,863,027	\$ 930,881	\$ 206,206	\$ 940,632	\$ 785,308
Asset Management	\$ 69,000	\$ 21,120	\$ 6,000	\$ 23,160	\$ 18,720
Total Expenses	\$ 2,932,027	\$ 952,001	\$ 212,206	\$ 963,792	\$ 804,028
Cash Flow from Operations	\$ 103,064	\$ 96,582	\$ 6,482	\$ -	\$ -

Administrative Salaries				
Housing Manager	\$ -	\$ -	\$ -	\$ -
Housing Specialist	\$ 37,195	\$ 10,491	\$ 47,132	\$ 50,333
Clerk II	\$ 9,011	\$ 2,562	\$ 9,895	\$ 7,980
Account Clerk III	\$ -	\$ -	\$ -	\$ -
Customer Service Clerk II	\$ 8,454	\$ 2,403	\$ 9,282	\$ 7,486
Total Admin Salaries	\$ 54,660	\$ 15,456	\$ 66,309	\$ 65,799
Total Per Unit Month (PUM)	\$ 26.68	\$ 27.40	\$ 31.81	\$ 37.79

Maintenance Salaries				
General Maintenance Supervisor	\$ 10,554	\$ 3,001	\$ 11,588	\$ 9,347
Store Keeper	\$ 8,175	\$ 2,324	\$ 8,977	\$ 7,240
Field Supervisor	\$ 12,203	\$ 3,470	\$ 13,400	\$ 10,807
Heating and AC Mechanic	\$ 11,155	\$ 3,172	\$ 12,249	\$ 9,879
Electrician II	\$ 10,311	\$ 2,932	\$ 11,322	\$ 9,132
Maintenance Worker	\$ 57,591	\$ 16,373	\$ 89,066	\$ 81,721
Maintenance Mechanic	\$ 34,776	\$ 9,887	\$ 38,185	\$ 30,798
Total Maintenance Salaries	\$ 144,765	\$ 41,159	\$ 184,787	\$ 158,924
Total Per Unit Month (PUM)	\$ 70.66	\$ 72.98	\$ 88.65	\$ 91.29

**City of Wichita
City Council Meeting
December 18, 2007**

TO: Wichita Housing Authority Board Members

SUBJECT: Board Resolution Approving 2008 Project Based Budget

INITIATED BY: Housing and Community Services

AGENDA: Housing Authority

Recommendation: Adopt the resolution approving the Public Housing Project Based Budget for 2008 and authorize the necessary signatures.

Background: Congress directed HUD to contract with Harvard University to conduct a study to determine the cost to operate well-run public housing; the result of the study is the “New Public Housing Operating Fund” Rule (24 CFR 990). The final rule included 2 major provisions: It establishes a new formula “Operating Fund Program” for determining operating subsidy and it introduces a new business model, called asset management. Implementation of asset management is expected to lead to better management and oversight of public housing by providing greater information about the operating costs and performance level of each public housing project. Asset management will also facilitate future investment in public housing by public and private entities. This program represents a major overhaul of the structure and operations of Public Housing Agencies (PHAs).

Analysis: The Wichita Housing Authority (WHA) is considered a “stop loss” agency under the new program; our subsidy is scheduled to decline \$179,000 under the new formula. A stop loss agency is a PHA that (1) loses funding under the new “Operating Fund” formula; and (2) wishes to submit documentation of successful conversion to asset management in accordance with the requirements for stop-loss. PHAs that are “stop loss” will have their lower subsidy levels phased-in over a 5-year period. These subsidy levels determine how much an agency is “eligible” to receive. Subsidy eligibility is then subject to annual congressional appropriations. In 2007, we received 83.4% of our eligible funding and that determination was made on October 12, 2007. The WHA is scheduled to receive only 80% of what we are eligible for in 2008, due to the fact that Congressional appropriations are below the needs of Public Housing Agencies.

City Council has approved the Housing Authority annual budget, but HUD has mandated that the 2008 annual budget be prepared in a project based format.

Financial Considerations: HUD requires Housing Authorities to move to an asset based management model and to create project based budgets in order to minimize budget reductions. Submission of the project based budget does not represent a change in the budget allocation.

Goal Impact: Economic Vitality and Affordable Living

Legal Considerations: The proposed Project Based Budget brings the Wichita Housing Authority into compliance with new federal regulations.

Recommendations/Actions: Adopt the resolution approving the Project Based Budget and authorize the necessary signatures for submittal to HUD.

Attachments: HUD form 52574 – PHA Board Resolution and Project Based Budget.

City of Wichita
City Council Meeting
December 18, 2007

TO: Wichita Airport Authority

SUBJECT: Mid Continent Airport
Adjustment of Capital Improvement Program (CIP)

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve adjustment of the Capital Improvement Program Workbook adopted August 14, 2007.

Background: Airport projects are included in the CIP and assigned to particular years. Pursuant to City policy, a project can only be initiated in the year that it is included in the adopted CIP.

Analysis: The following CIP lines need adjustment to move the expenditure estimates from 2007 to 2008:

- Line 1 Administration Building Remodel – \$175,000
- Line 2 Airfield Equipment – \$425,000
- Line 17 Radar Relocation Study (ARS-9) – \$255,000
- Line 22 Tenant Facility Improvements –\$774,000
- Line 24 Utility Improvements – \$2,725,000

These projects have been deferred to 2008 due to various factors including further development of project definition, responding to the timing imposed by tenant decisions and prioritization of resources.

Financial Considerations: The amounts requested to be deferred to 2008 are less than or equal to the values included for these projects in the CIP for 2007.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through the development of infrastructure, maintenance and safety of the airfield, and improvements to leasable property to serve the aviation community.

Legal Considerations: None.

Recommendations/Actions: It is recommended the Wichita Airport Authority approve the capital improvement program adjustment.

Attachments: None.

RESOLUTION NO. _____

**A RESOLUTION OF THE WICHITA AIRPORT AUTHORITY
ADOPTING AND IMPLEMENTING A SCHEDULE OF FEES AND CHARGES
FOR PASSENGER AIRLINES**

WHEREAS, the Wichita Airport Authority ("Authority") is the owner and operator of Wichita Mid-Continent Airport and Colonel James Jabara Airport ("Airports"); and

WHEREAS, the Authority is a body corporate and politic, organized and existing under the laws of the State of Kansas and the authority of K.S.A. 3-162, et seq., and vested with all powers, authority, and control over the Airports as codified in Code of the City of Wichita §2.12.1048; and

WHEREAS, the Airports are financed and managed under policies and practices designed to assure that they will always be self-supporting and will not require the expenditure of local tax funds for their operation, which policies require that the costs and expenses for facilities be paid by the users of such facilities who enjoy the commercial opportunities that such facilities create, and that such users also pay fees for such opportunities appropriate to and commensurate with the type and volume of business potential under leases, concession agreements, or permits; and

WHEREAS, in order to pay for expenses incurred in the construction, operation and maintenance of Mid-Continent Airport passenger terminal and to fund airfield improvements and capital projects of the Airports, to preserve such property and to promote and preserve the public health, safety and welfare, to enhance the Airports as public transportation facilities, and to protect established sources of revenue to the Airports; and

WHEREAS, the Authority considers it necessary, appropriate and reasonable to establish and fix appropriate fees, rates, and charges for passenger terminal users and airline aircraft operating on the Airport to meet the expenditures associated with the operation of these cost centers; and

WHEREAS, the Authority finds that the fees and charges established and fixed herein are reasonable and uniform for the class of privileges and services enjoyed by the passenger terminal users and airline aircraft operating on the Airport.

NOW, THEREFORE, BE IT RESOLVED BY THE WICHITA AIRPORT AUTHORITY:

SECTION 1. Fees and charges for scheduled passenger airlines are established as follows:

Landing fee per 1,000 lbs./MGLW	\$2.61
Terminal Space Rental per square foot per year:	
Ticket Counter	\$49.73
Holdrooms; Concourses; Bag Claim	\$44.76
Offices; VIP/Club Space	\$39.79
Bag Make-Up; Operations Space, Elevators	\$34.81
Inbound Bag; Tug Lane, Stairwells	\$24.87
Apron rate per linear foot per year	\$58.31
Use of Unleased Terminal Gate	\$75.00/flight
Use of Loading Bridge	\$82.50/flight
Aircraft parking on terminal apron other than at an exclusively leased gate or when paying for use of an unleased gate	
(a) 0-24 hours	\$62.50
(b) Over 24 hours	\$3.75/hour

SECTION 2. Fees and charges for non-scheduled passenger airlines are established as follows:

Landing fees, per 1,000 lbs./MGLW	\$3.14
Terminal Space Rental per square foot per year:	
Ticket Counter	\$49.73
Holdrooms; Concourses; Bag Claim	\$44.76
Offices; VIP/Club Space	\$39.79
Bag Make-Up; Operations Space, Elevators	\$34.81
Inbound Bag; Tug Lane, Stairwells	\$24.87
Apron rate per linear foot per year	\$58.31
Use of Unleased Terminal Gate	\$90.00/flight
Use of Loading Bridge	\$99.00/flight
Aircraft parking on terminal apron other than at an exclusively leased gate	

or when paying for use of an unleased gate

(a) 0-24 hours \$75.00

(b) Over 24 hours \$4.50/hour

Fuel Flowage Fee \$0.12/gallon

SECTION 3. In addition to the fees and charges set forth above, passenger airlines shall pay such other fees and charges as shall be adopted by the Authority from time to time, including but not limited to the following:

- o Use of law enforcement officer
- o Freight charge
- o Vendor permits
- o Solid and liquid waste disposal
- o Aircraft apron parking infringement
- o Security alarm violations
- o Security badges
- o Airfield vehicle ramp permits
- o Electrical usage

In addition, passenger airlines shall be subject to insurance requirements and other rules and regulations adopted by the Authority from time to time.

SECTION 4. Scheduled passenger airlines that are party to a current Airline Airport Use and Lease Agreement with the Wichita Airport Authority are not subject to this Resolution.

SECTION 5. Effective Date. This Resolution shall be retroactively effective to January 1, 2008, upon its adoption by the Wichita Airport Authority.

OCA = 190009; UC1 = 1009

SECTION 6. Savings Clause. In the event any phrase, clause, sentence, paragraph, or paragraphs of this Resolution is declared invalid for any reason, the remainder of this Resolution shall not be invalidated, but shall remain in full force and effect, all parts of this Resolution being declared separable and independent of all others.

ADOPTED this _____, 2007.

ATTEST:

WICHITA AIRPORT AUTHORITY

By _____

By _____

Title _____

Title _____

APPROVED AS TO FORM: _____ Date: _____

Director of Law

SCHEDULES OF FEES AND CHARGES
FOR THE WICHITA AIRPORT AUTHORITY

Schedule 1 - Signatory Scheduled Passenger Air Carriers

Schedule 2 – Non-Signatory Scheduled Passenger Air Carriers

Schedule 3 – Non-Signatory Non-Scheduled Passenger Air Carriers

Schedule 4 - Signatory All-Cargo Carriers

Schedule 5 – Non-Signatory All-Cargo Carriers

Schedule 6 - Non-Signatory Commercial Aircraft Operators

Schedule 7 - Non-Commercial Aircraft Operators and Military

Schedule 8 - Non-Aeronautical Users

Schedule 9 - Colonel James Jabara Airport

Effective Date: January 1, 2008

SCHEDULE 1

Signatory Scheduled Passenger Air Carriers

A Signatory Scheduled Passenger Air Carrier is defined as any company, organization or individual engaged in the business of air transportation, and who

1. Is operating under a Certificate pursuant to FAR Part 121, 123, 127, 129, or 135;
2. Has a current Airport Use Agreement with The Wichita Airport Authority;
3. Handles revenue passengers as a major business function on a regularly-scheduled basis to or from Wichita Mid-Continent Airport.

AIRPORT FEES AND CHARGES

Landing fee per 1,000 lbs./MGLW	\$2.09
Terminal Space Rental per square foot per year:	
Ticket Counter	\$44.95
Holdrooms; Concourses; Bag Claim	\$40.45
Offices; VIP/Club Space	\$35.96
Bag Make-Up; Operations Space, Elevators	\$31.46
Inbound Bag; Tug Lane, Stairwells	\$22.47
Passenger Loading Gate Apron Fee	\$14,400/year
Use of Unleased Terminal Gate	\$60.00/flight
Use of Loading Bridge	\$66.00/flight
Aircraft parking on terminal apron other than at an exclusively leased gate or when paying for use of an unleased gate	
(a) 0-24 hours	\$50.00
(b) Over 24 hours	\$3.00/hour
Fuel Farm Fee	As defined in Agreement
Passenger Facility Charge	\$4.50/eligible enplanement

SCHEDULE 2

Non-Signatory Scheduled Passenger Air Carriers

A Non-Signatory Scheduled Passenger Air Carrier is defined as any company, organization or individual engaged in the business of air transportation, and who

1. Is operating under a Certificate pursuant to FAR Part 121, 123, 127, 129, or 135;
2. Does not have a current Airport Use Agreement with The Wichita Airport Authority;
3. Handles revenue passengers as a major business function on a regularly-scheduled basis to or from Wichita Mid-Continent Airport.

AIRPORT FEES AND CHARGES

Landing fee per 1,000 lbs./MGLW	\$2.61
Terminal Space Rental per square foot per year:	
Ticket Counter	\$49.73
Holdrooms; Concourses; Bag Claim	\$44.76
Offices; VIP/Club Space	\$39.79
Bag Make-Up; Operations Space, Elevators	\$34.81
Inbound Bag; Tug Lane, Stairwells	\$24.87
Apron rate per linear foot per year	\$58.31
Use of Unleased Terminal Gate	\$75.00/flight
Use of Loading Bridge	\$82.50/flight
Aircraft parking on terminal apron other than at an exclusively leased gate or when paying for use of an unleased gate	
(a) 0-24 hours	\$62.50
(b) Over 24 hours	\$3.75/hour
Fuel Farm Fee	As defined

Passenger Facility Charge

SCHEDULE 3

Non-Signatory Non-Scheduled Passenger Air Carriers

A Non-Signatory Non-Scheduled Passenger Air Carrier is defined as any company, organization or individual engaged in the business of air transportation, and who

1. Is operating under a Certificate pursuant to FAR Part 121, 123, 127, 129, or 135;
2. Does not have a current Airport Use Agreement with The Wichita Airport Authority;
3. Handles revenue passengers as a major business function to or from Wichita Mid-Continent Airport.

AIRPORT FEES AND CHARGES

Landing fees, per 1,000 lbs./MGLW	\$3.14
Terminal Space Rental per square foot per year:	
Ticket Counter	\$49.73
Holdrooms; Concourses; Bag Claim	\$44.76
Offices; VIP/Club Space	\$39.79
Bag Make-Up; Operations Space, Elevators	\$34.81
Inbound Bag; Tug Lane, Stairwells	\$24.87
Apron rate per linear foot per year	\$58.31
Use of Unleased Terminal Gate	\$90.00/flight
Use of Loading Bridge	\$99.00/flight
Aircraft parking on terminal apron other than at an exclusively leased gate or when paying for use of an unleased gate	
(a) 0-24 hours	\$75.00
(b) Over 24 hours	\$4.50/hour
Fuel Flowage Fee	\$0.12/gallon
Law Enforcement Officer screening support when required (One hour minimum)	\$36.00/hour
Passenger Facility Charge	\$4.50/eligible enplanement

SCHEDULE 4

Signatory All-Cargo Carriers

A Signatory All-Cargo Carrier is defined as any company, organization or individual engaged in the air transportation business, and who

1. Is operating under a Certificate pursuant to FAR Part 91, 121, 123, 127, 129 or 135;
2. Has a current primary lease with The Wichita Airport Authority or a sublease which has been approved by The Wichita Airport Authority, either leasing facilities or leasing ground, if same are available, and has executed and complied with a Use Agreement as offered by The Wichita Airport Authority. This includes companies that are engaged in providing feeder service exclusively to one host all-cargo company that has complied with the lease requirements of this schedule.
3. Handles for hire cargo as a major business function to or from Wichita Mid-Continent Airport.

AIRPORT FEES AND CHARGES

Landing Fee, per 1,000 lbs./MGLW	\$2.09
Fuel Flowage Fee	\$0.03/gallon
Freight Charge (Enplaned & Deplaned)	\$0.10/cwt
Cargo Apron Aircraft Parking Charge	
(a) 0-2 hours; 0 - 12,500 lbs.	Free
(b) 2-24 hours; 0 - 12,500 lbs.	\$25.00
(c) 0-24 hours; over 12,500 lbs.	\$50.00
(d) Over 24 hours	\$3.00/hour

SCHEDULE 5

Non-Signatory All-Cargo Carriers

A Non-Signatory All-Cargo Carrier is defined as any company, organization or individual engaged in the air transportation business, and who

1. Is operating under a Certificate pursuant to FAR Part 91, 121, 123, 127, 129 or 135;
2. Does not have a current primary lease with The Wichita Airport Authority or a sublease which has been approved by The Wichita Airport Authority, either leasing facilities or leasing ground, if same are available, and has executed and complied with a Use Agreement as offered by The Wichita Airport Authority.
3. Handles for hire cargo as a major business function to or from Wichita Mid-Continent Airport.

AIRPORT FEES AND CHARGES

Landing Fee, per 1,000 lbs./MGLW	\$3.14
Fuel Flowage Fee	\$0.12/gallon
Freight Charge (Enplaned & Deplaned)	\$0.15/cwt
Cargo Apron Aircraft Parking Charge	
(a) 0-2 hours; 0 - 12,500 lbs.	Free
(b) 2-24 hours; 0 - 12,500 lbs.	\$37.50
(c) 0-24 hours; over 12,500 lbs.	\$75.00
(d) Over 24 hours	\$4.50/hour

SCHEDULE 6

Non-Signatory Commercial Aircraft Operators

A Non-Signatory Commercial Aircraft Operator is defined as any company, organization or individual engaged in the air transportation business, and who

1. Is operating under a Certificate pursuant to FAR Part 91, 121, 123, 127, 129 or 135;
2. Does not have a current Airport Use Agreement with The Wichita Airport Authority;
3. Is involved in any commercial (for hire) activity on Wichita Mid-Continent Airport not covered by other schedules.

AIRPORT FEES AND CHARGES

Landing Fee per 1,000 lbs./MGLW	\$3.14
Fuel Flowage Fee	\$0.12/gallon
Use of a Terminal Gate	\$90.00/flight
Use of Loading Bridge	\$99.00/flight
Law Enforcement Officer screening support when required (One hour minimum)	\$36.00/hour
Freight Charge (Enplaned and Deplaned)	\$0.15/cwt
Aircraft Parking Charge (other than at leased facilities)	
(a) 0-24 hours;	
0 - 12,500 lbs.	\$37.50
over 12,500 lbs.	\$75.00
(b) Over 24 hours	
	\$4.50/hr.

SCHEDULE 7

Non-Commercial Aircraft Operators and Military

A Non-Commercial Aircraft Operator is defined as any company, organization or individual engaged in air transportation, and who

1. Is operating under FAR Part 91 and is not involved in any commercial (for hire) activity on Wichita Mid-Continent Airport.
2. Is military or acting on behalf of the military (defined as under the jurisdiction and control of the Armed Forces of the United States or the National Guard).

AIRPORT FEES AND CHARGES

Landing Fee	None
Fuel Flowage Fee	\$0.12/gallon
Use of a Terminal Gate	\$90.00/flight
Use of Loading Bridge	\$99.00/flight
Law Enforcement Officer screening support when required (One hour minimum)	\$36.00/hour
Aircraft Parking (other than at leased facilities)	
(a) 0-24 hours	
0 - 12,500 lbs.	\$37.50
over 12,500 lbs.	\$75.00
(b) Over 24 hours	\$4.50/hour

SCHEDULE 8

Non-Aeronautical Users

A Non-Aeronautical User is defined as any company, organization or individual doing business on Wichita Mid-Continent Airport who is not engaged in air transportation. The Wichita Airport Authority establishes these fees and charges as the standard but reserves the right to vary from the published fees and charges in an agreement as negotiations may dictate. Other fees may apply based on the nature of service provided.

AIRPORT FEES AND CHARGES

Building Rental	FMV appraisal
Land Rental – Central Terminal Area	\$.2927/s.f.
• Escalates at 5% annually.	
Land Rental – Other	\$.1982/s.f.
• Escalates at 5% every five years. Next adjustment will be 1/1/2013.	
Traversed Property	\$.1982/s.f.
• Escalates at 5% every five years. Next adjustment will be 1/1/2013.	
Off-Airport Operator Commission	9% of gross receipts
On-Airport Operator Commission	10% of gross receipts

SCHEDULE 9

Colonel James Jabara Airport

Any company, organization or individual doing business on Colonel James Jabara Airport is subject to the defined fees and charges. The Wichita Airport Authority establishes these fees and charges as the standard but reserves the right to vary from the published fees and charges in an agreement as negotiations may dictate.

AIRPORT FEES AND CHARGES

Building Rental	FMV appraisal
Land Rental	\$.1172/s.f.
<ul style="list-style-type: none">• Escalates at 2.5% annually.	
Traversed Property	\$.1172/s.f.
<ul style="list-style-type: none">• Escalates at 2.5% every five years. Next adjustment will be 1/1/2013.	
Fuel Flowage Fee	\$.08/gallon

City of Wichita
City Council Meeting
December 18, 2007

TO: Wichita Airport Authority

SUBJECT: 2008 Schedule of Fees and Charges and Resolution for the Wichita Airport Authority

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Adopt the Schedule and the Resolution.

Background: Annually the Wichita Airport Authority (WAA) adopts a Schedule of Fees and Charges and a Resolution to establish certain rates for aviation users of Mid-Continent Airport. The fees are calculated to maintain adequate revenue streams that will cover budgeted operating and capital costs incurred to support the related functions. Two additional schedules have been added to disclose the established rates for Non-Aeronautical Users and users of Colonel James Jabara Airport. These fees are set to appropriately compensate the WAA for operations on its premises.

Analysis: The landing fee and terminal space rent rate calculations are in accordance with the methodology established in the airline/airport use agreement and its application to the adopted budget. Other aviation use fees and non-aeronautical fees are set to reflect market price, and are in accordance with leasing policies previously adopted by the WAA. Rates are established through resolution for those entities that do not hold agreements with the WAA at a higher rate to reflect the lack of fixed commitment. The proposed rates have been reviewed and approved by the Wichita Airport Advisory Board.

Financial Considerations: The landing fee and average terminal rates calculated for 2008 are very comparable with 2007 with a 1% decrease and 1% increase, respectively. The majority of the other rates did not change from 2007,; although some have not previously been included in the Schedule of Fees and Charges. The land rental rates have been adjusted to operate on a calendar year basis. All of the use rates can be altered at any time by the WAA with appropriate deference to existing contracts. Rates will be effective on January 1, 2008.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through establishment of a rate structure which allows the Airport to continue its operation on a self-sustaining basis.

Legal Considerations: Rates have been developed in accordance with Federal rates and charges regulations. The Resolution has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority adopt the Schedule of Fees and Charges and the Resolution of the Wichita Airport Authority implementing a schedule of fees and charges for passenger airlines, all to be retroactively effective to January 1, 2008.

Attachments: Twelve distribution copies each of the Schedule and the Resolution.

City of Wichita
City Council Meeting
December 18, 2007

TO: Wichita Airport Authority

SUBJECT: Agreement – U. S. Dept. of Agriculture

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: In 2000, the WAA entered into an agreement with the U. S. Department of Agriculture/Wildlife Services to provide funding for one specialist to assist the WAA with its wildlife management program at Wichita Mid-Continent and Jbara Airports. This agreement has been renewed annually for the past years.

Analysis: The U. S. Department of Agriculture/Wildlife Services has prepared a cooperative services agreement to collect and monitor biological assessment data and provide continuous wildlife management oversight. The cooperative services agreement is for a not-to-exceed five-year term, but may be cancelled by either party upon giving a 60-day notice. The cost will be reviewed and approved annually. Wildlife management at airports is mandated by the FAA.

Financial Considerations: The cost for services provided is \$46,829 for the period October 1, 2007 through September 30, 2008. This amount reflects an increase of \$1,159 above the 2006/2007 contract amount for these services. One specialist, based on the airport, will be assigned to the project for approximately 32 hours per week. Work hours will vary to most appropriately interact with wildlife management issues. Funds are included in the operating budget.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted by complying with Federal regulations.

Legal Considerations: The Agreement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Agreement and authorize the necessary signatures.

Attachments: Three original signature copies and 12 distribution copies of the Agreement.

**COOPERATIVE SERVICE AGREEMENT
REIMBURSABLE
between
WICHITA AIRPORT AUTHORITY (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (WS)**

ARTICLE 1 – PURPOSE

The Wichita Airport Authority desires to participate with Wildlife Services (WS) to assess wildlife hazards to aircraft in and around Mid-Continent Airport.

ARTICLE 2 - AUTHORITY

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), for the Secretary of Agriculture to cooperate with States, individuals, public and private agencies, organizations, and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases, or are injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The Cooperator and WS agree:

- a. To confer and plan a WDM program that addresses the need for managing conflicts caused by nuisance wildlife around Mid-Continent Airport. Based on this consultation, WS will formulate annually, in writing, the program work plan and associated budget and present them to the Cooperator for approval.
- b. Each year The Cooperator and APHIS-WS must agree to and sign the annual Work and Financial Plans, which upon execution are incorporated into this Agreement by reference.
- c. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their identities disclosed when receiving due credit related to the activities covered by this agreement.
- d. That APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees:

- a. To designate Victor White, Director of Airport 2173 Air Cargo Road, Wichita, Kansas, 316-946-4700 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.

- b. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Work and Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Work and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by APHIS-WS, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, APHIS-WS will immediately cease to provide the respective service associated with the submitted service costs. APHIS-WS will not reinstate or provide the respective service until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.
- c. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- d. As a condition of this Agreement, The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

ARTICLE 5 – WS RESPONSIBILITIES

WS agrees:

- a. To designate Thomas Halstead, State Director, 4070 Fort Riley Blvd., Manhattan, Kansas, 785-537-6855 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. The performance of wildlife damage management actions by WS under this agreement is contingent upon a determination by WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance;
- c. To provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work and Financial Plan referenced in 3.a of this Agreement.
- d. To bill the Cooperator for costs incurred in performing WDM activities as authorized in the approved annual Work and Financial Plan as may be amended.
- e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. WS will cease providing goods or services until a revision to the Work and Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.
- f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of WS pertaining to such claims for reimbursement to the extent permitted by Federal laws and regulations.

ARTICLE 6 – WS CONDITIONS

For costs borne by WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides APHIS funds only for a finite period under a Continuing Resolution.

ARTICLE 7 – ASSURANCES

Nothing in this agreement shall prevent any other State, agency, organization or individual from entering into separate agreements with WS the Cooperator for the purpose of managing wildlife damage.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – APPLICABLE REGULATIONS

All WDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS provides goods or services on a cost recovery basis to nonfederal recipients.

ARTICLE 10 – LIABILITY

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

ARTICLE 11 – AGREEMENT EFFECTIVE DATE

This Agreement shall become effective upon the date of final signature and shall continue for a period not to exceed 5 years. This agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 60 days written notice to the other party. Further, in the event the Cooperator does not for any reason reimburse expended funds, WS is relieved of the obligation to continue any operations under this agreement.

AUTHORIZATION:

WICHITA AIRPORT AUTHORITY
2173 AIR CARGO ROAD
WICHITA, KS 67209
Tax Identification Number: 48-6000653

_____	_____
Director of Airports	Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Tax Identification Number: 41-0696271

_____	_____
State Director, Kansas Wildlife Services	Date

_____	_____
Director, Western Region	Date

Work Plan/Financial Plan

COOPERATOR: Wichita Airport Authority
Victor D. White, Director of Airports, (316) 946-4700

COOPERATIVE AGREEMENT NO.: 08-73-20-5303RA

ACCOUNTING CODE No.: 873-7320-377

LOCATION: Mid-Continent Airport Wichita Kansas

DATES: October 1, 2007 to September 30, 2008

OBJECTIVES/GOALS:

To continue to collect biological assessment information, provide periodic wildlife damage management training to Wichita Airport Authority (WAA) personnel and assist Airfield Operations and Maintenance by responding directly to known wildlife nuisances and hazards. Specific actions requested: a) assess/monitor biological conditions on Mid-Continent Airport to track seasonal and yearly changes in wildlife population indices, b) provide periodic training to WAA personnel to meet FAA requirements and identify, document, and address wildlife hazards, c) provide direct control of nuisance and hazardous wildlife using hazing (harassment), trapping, shooting and other management tools as appropriate, and d) assist the WAA in maintaining appropriate State and Federal depredation permits.

PLAN OF ACTION:

WS personnel will conduct all activities within the above-delineated areas. WS will coordinate all activities with the appropriate WAA personnel. WAA will be responsible for designating WS points of contact, approving WS activities, and providing the appropriate clearances needed to complete the stated objectives/goals. The project will be supervised by the State Director for Kansas or his designated representative.

One specialist will be assigned to the project for approximately 32 hours per week. Work hours will vary and will be scheduled to most appropriately address wildlife damage management problems. WS may utilize all practical and legal wildlife management techniques.

COST ESTIMATE FOR SERVICES October 1, 2007 to September 30, 2008

Salary/Benefits	34,276
Lodging/Per Diem	1,000
Transportation (9,600 miles @ .42/mile)	4,042
Supplies	1,000
SUBTOTAL	<u>40,318</u>
Program Support @ 16.15% of Subtotal	6,511
TOTAL	<u>\$46,829</u>

Billing will be done quarterly. Costs are estimated and may vary according to changing needs.

NOTE: In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS/WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days must be forwarded to debt collection centers or commercial collection agencies for more aggressive action.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, Mayor

By: _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Director of Law

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL & PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

By: _____
State Director, Kansas

Date: _____

By: _____
Director, Western Region

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA
KANSAS, SUPPORTING THE PRESERVING OF PATIENT ACCESS TO
INPATIENT REHABILITATION CARE AND SERVICES.

WHEREAS, inpatient rehabilitation is an important intervention of care for many patients in Wichita, Kansas, who require intensive rehabilitation care and services; and

WHEREAS, Wichita's rehabilitation hospitals and units are important members of the healthcare provider community in Wichita, and their existence benefits the communities they serve; and

WHEREAS, there is a federal regulation, commonly known as the "75 Percent Rule" that rehabilitation hospitals and units must adhere to and that requires them to treat specified numbers of patients having specific medical conditions or diagnoses; and

WHEREAS, the impact of the "75 Percent Rule" upon patients and providers is significant and substantially deeper than initially projected by the Federal Government; and

WHEREAS, legislation has been introduced in both chambers of the United States Congress, H.R. 1459/S. 543 that would alleviate the impact of this Rule and would help protect patients' access to inpatient rehabilitation care and services;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, THAT;

The Wichita City Council views H.R. 1459/S. 543 as sound public policy that would be good for the citizens of Wichita, KS, desires to see its enactment into law, and encourages the Kansas Congressional Delegation to work to ensure such enactment.

PASSED AND APPROVED THIS 18TH DAY OF DECEMBER 2007.

THE CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

